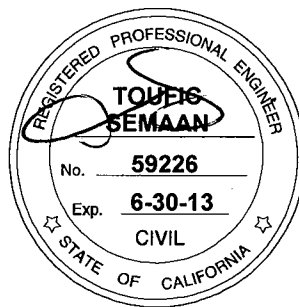
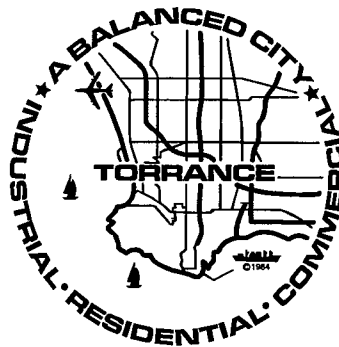


CITY OF TORRANCE

PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT FOR THE CONSTRUCTION OF

FY2009-11 RESIDENTIAL SLURRY SEAL, I-100

B2012-16



TOUFIC (TED) SEMAAN
Acting City Engineer

April 2012

TABLE OF CONTENTS

SECTION A – NOTICE INVITING BIDS

NOTICE INVITING BIDS.....	A-1
---------------------------	-----

SECTION B – INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS	B-1
-------------------------------	-----

SECTION C – INSTRUCTIONS TO BIDDERS

BIDDER'S PROPOSAL.....	C-1
ACKNOWLEDGMENT OF ADDENDA RECEIVED	C-5
CONTRACTOR'S AFFIDAVIT	C-6
BID BOND (10%)	C-8
LIST OF SUBCONTRACTORS	C-9
REFERENCES.....	C-10
VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS	C-12
DEBARMENT AND SUSPENSION CERTIFICATION	C-13

SECTION D – DOCUMENTS TO BE COMPLETED AND DELIVERED TO CITY PRIOR TO AWARD OF CONTRACT

PERFORMANCE BOND	D-1
LABOR AND MATERIAL BOND	D-3
PUBLIC WORKS AGREEMENT	D-6
CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT	D-16
WORKERS' COMPENSATION INSURANCE CERTIFICATION	D-18

SECTION E – SPECIAL PROVISIONS

APPENDIX I – CITY OF TORRANCE BUSINESS APPLICATION & PERMIT APPLICATION FORM

APPENDIX II – PROJECT LOCATION & DETAIL AREA MAPS

APPENDIX III – LIST OF RESIDENTIAL STREET MEASUREMENTS AND SCHEDULE OF PAVEMENT STRIPING, LEGENDS & MARKERS

APPENDIX IV – CITY OF TORRANCE AND CALTRANS STANDARD PLANS FOR PAVEMENT MARKINGS

SECTION A

NOTICE INVITING BIDS

CITY OF TORRANCE, CALIFORNIA

NOTICE INVITING BIDS

Notice is hereby given that sealed bids for performing the following described work will be received at the Office of the City Clerk of the City of Torrance, California, **until 2:00 p.m. on Thursday, May 24, 2012**, after which time they will be publicly opened and read at 2:15 p.m. in the Council Chambers of said City:

CONSTRUCTION OF FY2009-11 RESIDENTIAL SLURRY SEAL, I-100 B2012-16

Bid Schedule (for reference only) and Specifications are available for viewing and printing by prospective bidders and subcontractors on the City's website at:

<http://www.torranceca.gov/24292.htm>

Those who only view and/or print the Plans, Bid Schedule and Specifications from the City's website will not automatically be added to the City's Plan Holder list for this project.

The official and required form of Proposal must be obtained at the Office of the City Clerk (310) 618-2870, City Hall, 3031 Torrance Boulevard, Torrance, California. There is no cost if picked up at City Hall. A payment of \$5 is required if requested by mail. The amount includes tax and is not refundable. A prospective bidder must provide to the City Clerk the firm's name, mailing address, telephone and fax numbers, a contact person and a valid email address. This will ensure that your firm is listed as a "Plan Holder" and that you will be informed of any and all information issued subsequent to obtaining the official form of Proposal. Addenda will be issued only by email and only to those that provide the required information to the City Clerk. Receipt of any Addendum must be acknowledged by a bidder in its submitted form of Proposal.

A bound Specifications booklet may also be obtained at the Office of the City Clerk (310) 618-2870, City Hall, 3031 Torrance Boulevard, Torrance, California upon payment of \$10 if picked up at City Hall, or payment of \$15 if requested by mail. Both amounts include tax. Neither amount is refundable. The \$15 includes a copy of the official form of Proposal.

If requesting any item(s) by mail, please send check to the following:

**CITY OF TORRANCE
OFFICE OF THE CITY CLERK
3031 TORRANCE BLVD
TORRANCE, CA 90509
ATTN: B2012-16**

The Engineer's estimate of the contract total is between \$400,000 and \$425,000. All work shall be completed within fifty (50) working days from the date of the Notice to Proceed (NTP).

Per Division 2, Chapter 2 of the Torrance Municipal Code, the Torrance City Council may reject any and all bids, waive any informality or irregularity in such bids, and determine the lowest responsible bidder. No facsimile bids shall be accepted by the City.

Substitution of securities for withheld funds is permitted per Section 22300 of the Public Contract Code.

The City has determined that a Class A Contractor's license is necessary to bid this project.

Pursuant to Section 1770 et seq. of the California Labor Code, the minimum prevailing rate of per diem wages for each craft, classification, or type of workman needed to execute the Contract shall be those determined by the Director of Industrial Relations of the State of California. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>.

By order of the City Council of the City of Torrance, California.

For further information, please contact Davina Buenavista, Associate Engineer, in the Public Works Department at (310) 618-3057 or by email at DBuenavista@TorranceCA.gov.

SECTION B

INSTRUCTIONS TO BIDDERS

CITY OF TORRANCE, CALIFORNIA

INSTRUCTIONS TO BIDDERS

A. QUALIFICATION OF BIDDERS

1. Competency of Bidders

The Bidder shall be thoroughly competent and capable of satisfactorily performing the Work covered by the Bid. As specified in the Bid Documents, the Bidder shall furnish statements of previous experience on similar work. When requested, the Bidder shall also furnish the plan of procedure proposed; the organization, machinery, plant and other equipment available for the Work; evidence of its financial condition and resources; and any other such documentation as may be required by the City to determine if the Bidder is responsible.

2. Contractor's License

At the time of submitting the Bid, the Bidder shall be licensed as a Contractor in accordance with the provisions of Chapter 9, Division 3, of the California Business and Professions Code. The required prime Contractor license class for the Work is shown in the project Notice Inviting Bids. However, the City reserves the right to award the Contract to a Contractor with another class if the City determines that the license is proper for the work.

B. BIDDER RESPONSIBILITY

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as ability, fitness, capacity and experience to satisfactorily perform the work.

Bidders are notified that, in accordance with Division 2, Chapter 2 of the Torrance Municipal Code, the City Council may determine whether the Bidder is responsible based on a review of the Bidder's performance on other contracts.

If, based on the provision and criteria in Division 2, Chapter 2 of the Torrance Municipal Code, the City Engineer proposes not to recommend the award of contract to the apparent low bidder, the Director shall notify the Bidder in writing of its intention to recommend to the City Council that the Council award the contract to the 2nd lowest responsible bidder. If the Bidder presents evidence in rebuttal to the recommendation, the Director shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the City Council.

C. ADDENDA TO THE CONTRACT DOCUMENTS

The City may issue Addenda to the Contract Documents during the period of advertising. The Bidder shall acknowledge the receipt of the Addenda in their Bid. Failure of the Bidder to do so may result in the rejection of the Bid as non-responsive.

D. PREPARATION OF THE BID

1. Examination of Site, Plans and Specifications

Prior to submitting a Bid, the Bidder shall examine the Work site, carefully read the Specifications, and satisfy itself that it has the abilities and resources to complete the Work. The Bidder agrees that if it is awarded the Contract, no claim will be made against the City based on ignorance or misunderstanding of the provisions of the Contract Documents, the nature and amount of the work, and the physical and climatic conditions of the work site.

The Contractor shall have included in the contract price a sufficient sum to cover all items, including labor, materials, tools, equipment and incidentals, that are implied or required for the complete improvements as contemplated by the drawings, specifications, and other contract documents.

2. Estimated Quantities

The quantities shown in the Bid are approximate only. The Contractor will be paid for the actual quantities of work installed based on field measurements. The City reserves the right to increase or decrease the amount of any item or portion of work to be performed or materials furnished, or to delete any item, in accordance with the Specifications.

3. Bid Instructions and Submissions

The Bid shall be submitted on the Bid Proposal forms included with the Specifications. All Bid Documents must be completed, executed and submitted with the Bid by the Bidder.

Required Bid Proposal Documents:

- 1) Bidder's Proposal
- 2) Addenda Acknowledgment
- 3) Contractor's Affidavit
- 4) Bid Bond (10%)
- 5) List of Subcontractors
- 6) References (2 pages)
- 7) Violations of Federal or State Law
- 8) Debarment and Suspension Certification

All prices submitted will be considered as including any and all sales or use taxes. For any individual bid item, in the case of a discrepancy between its unit price and total bid, the unit price shall always prevail.

4. Disadvantaged Business Enterprise (DBE) Requirements

This project has no DBE requirements.

E. BID BOND

The Bid must be accompanied by either cash, a certified or cashier's check or a surety bond (bid bond) payable to the City of Torrance. Bids must be submitted on the proposal forms furnished by the Public Works Department. The Bid Guaranty shall be in an amount equivalent to at least 10% of the Total Contract Bid Price.

F. NONRESPONSIVE BIDS AND BID REJECTION

1. A Bid in which the required bid proposal documents are not completed, executed and submitted may be considered non-responsive and be rejected.
2. A Bid in which the Contract Unit Prices are unbalanced, which is incomplete or which shows alteration of form or irregularities of any kind, or which contains any additions or conditional or alternate Bids that are not called for, may be considered non-responsive and be rejected.

G. AWARD OF CONTRACT

In accordance with Division 2, Chapter 2 of the Torrance Municipal Code, the City Council reserves the right to reject any and all bids received, to take all bids under advisement for a period not-to-exceed sixty (60) days after date of opening thereof, to waive any informality or irregularity in the Bid, and to be the sole judge of the merits of material included in the respective bids received.

H. EXECUTION OF CONTRACT

After the Contract is awarded, the awardee shall execute the following eight (8) documents:

- 1) Performance Bond (100% of Bid)
- 2) Labor and Material Bond (100% of Bid)
- 3) Public Works Agreement
- 4) Verification of Insurance Coverage (Certificates and Endorsements)
- 5) Construction or Service Contract Endorsement
- 6) Workers' Compensation Insurance Certificate
- 7) Construction Permit Application Form
- 8) Business License Application Form

I. APPRENTICESHIP EMPLOYMENT STANDARDS

The Contractor is directed to the provisions in Sections 1776, 1777.5 and 1777.6 of the California Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under them.

J. PERMITS, LICENSES AND PUBLIC WORKS AGREEMENT

The Contractor shall procure and execute all permits, licenses, pay all charges and fees, and give all notices necessary and incidental to the completion of the Work. The Contractor shall execute a Public Works Agreement. No fee is charged for a Construction Excavation Permit issued by the City of Torrance for a public works project. The Contractor shall obtain a City of Torrance Business License.

K. INSURANCE

The Contractor shall maintain Automobile Liability, General Liability and Workers' Compensation Insurance as specified in the Public Works Agreement included in the Project Specifications.

L. PRE-BID INQUIRIES

A Bidder with a Pre-Bid Inquiry must submit their question(s) in writing to the Torrance Public Works Department. You may email it to Ms. Davina Buenavista, Associate Engineer at DBuenavista@torranceca.gov. All questions must be received no later than 5:00 p.m. on the Thursday one week prior to the date for opening the bids. Questions received after this date may not be considered. For questions of a general nature, a bidder may call Ms. Davina Buenavista at (310) 618-3507.

SECTION C

BID DOCUMENT

FOR REFERENCE ONLY

BIDDER'S PROPOSAL

COMPANY: _____

FY2009-11 RESIDENTIAL SLURRY SEAL, I-100

B2012-16

Honorable Mayor and Members
of the Torrance City Council
Torrance, California

Members of the Council:

In accordance with the Notice Inviting Bids pertaining to the receiving of sealed proposals by the City Clerk of the City of Torrance for the above titled improvement, the undersigned hereby proposes to furnish all Work to be performed in accordance with the Plans, Specifications, Standard Drawings, and the Contract Documents, for the unit price or lump sum set forth in the following schedule.

BID SCHEDULES

SCHEDULE A – RESIDENTIAL STREETS (AREAS 1 & 2)

ITEM NO.	APPROX. QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE	TOTAL BID
1	1	LS	MOBILIZATION AND DEMOBILIZATION INCLUDING CONSTRUCTION SCHEDULES	\$	\$
2	1	LS	TRAFFIC CONTROL	\$	\$
3	1,100,000	SF	TYPE II SLURRY SEAL WITH 2-1/2% LATEX (Note: Quantity is intentionally higher than the value in Appendix)	\$	\$
4	1	LS	CRACK SEALING	\$	\$
5	1	LS	REMOVE EXISTING PAVEMENT STRIPING & MARKINGS. RE-INSTALL ALL PAVEMENT MARKINGS, LEGENDS & REFLECTIVE PAVEMENT MARKERS	\$	\$

SCHEDULE "A" Subtotal: \$ _____
(Figures)*

SCHEDULE "A" Subtotal: _____
(Words)*

NOTE: Subtotal above shall be included in the Total Bid Price for this project on page C-3.

***BID MAY BE REJECTED IF TOTAL BID IS NOT SHOWN IN FIGURES AND WORDS**

FOR REFERENCE ONLY

BIDDER'S PROPOSAL (CONTINUED)

SCHEDULE B – COLUMBIA PARK PARKING FACILITIES (4 LOCATIONS)

ITEM NO.	APPROX. QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE	TOTAL BID
1	1	LS	MOBILIZATION AND DEMOBILIZATION INCLUDING CONSTRUCTION SCHEDULES	\$	\$
2	1	LS	TRAFFIC CONTROL	\$	\$
3	9,000	SF	LOCALIZED PAVEMENT REPAIRS ("DIG-OUTS")	\$	\$
4	250,000	SF	TYPE II SLURRY SEAL WITH 2-1/2% LATEX	\$	\$
5	1	LS	CRACK SEALING	\$	\$
6	1	LS	REMOVE EXISTING PAVEMENT STRIPING AND MARKINGS. RE-INSTALL ALL PAVEMENT MARKINGS, LEGENDS AND REFLECTIVE PAVEMENT MARKERS	\$	\$
7	600	LF	RECONSTRUCT EXISTING PCC CURB AND GUTTER ON 6" CMB	\$	\$
8	50	EA	REMOVE EXISTING AND INSTALL NEW CONCRETE WHEEL STOPS	\$	\$

SCHEDULE "B" Subtotal: \$ _____
(Figures)*

SCHEDULE "B" Subtotal: _____
(Words)*

NOTE: Subtotal above shall be included in the Total Bid Price for this project on page C-3.

***BID MAY BE REJECTED IF TOTAL BID IS NOT SHOWN IN FIGURES AND WORDS**

FOR REFERENCE ONLY

BIDDER'S PROPOSAL (CONTINUED)

SCHEDULE C – WALTERIA RESERVOIR PARKING FACILITY

ITEM NO.	APPROX. QTY	UNIT OF MEASURE	ITEM DESCRIPTION	UNIT PRICE	TOTAL BID
1	1	LS	MOBILIZATION AND DEMOBILIZATION INCLUDING CONSTRUCTION SCHEDULES	\$	\$
2	59,000	SF	TYPE II SLURRY SEAL WITH 2-1/2% LATEX	\$	\$
3	1	LS	CRACK SEALING	\$	\$
4	1	LS	REMOVE EXISTING PAVEMENT STRIPING AND MARKINGS. RE-INSTALL ALL PAVEMENT MARKINGS, LEGENDS AND REFLECTIVE PAVEMENT MARKERS	\$	\$
5	1	LS	TRAFFIC CONTROL	\$	\$

SCHEDULE "C" Subtotal: \$ _____
(Figures)*

SCHEDULE "C" Subtotal: _____
(Words)*

NOTE: Subtotal above shall be included in the Total Bid Price below for this project.

The Total Bid Price below shall include the 3 subtotals of Schedules A, B and C.

<p>Total Bid Price for SCHEDULES A+B+C:</p> <p>\$ _____</p> <p>(Figures)*</p> <p>Total Bid Price for SCHEDULES A+B+C:</p> <p>_____</p> <p>(Words)*</p>
--

***BID MAY BE REJECTED IF TOTAL BID IS NOT SHOWN IN FIGURES AND WORDS**

FOR REFERENCE ONLY

BIDDER'S PROPOSAL (CONTINUED)

The undersigned furthermore agrees to enter into and execute a contract, with necessary bonds, at the unit prices set forth herein and in case of default in executing such contract, with necessary bonds, the check or bond accompanying this bid and the money payable thereon shall be forfeited thereby to and remain the property of the City of Torrance.

The above unit prices include all work appurtenant to the various items as outlined in the Specifications and all work or expense required for the satisfactory completion of said items. In case of discrepancies between unit prices and totals, the unit prices shall govern.

The undersigned declares that it has carefully examined the Plans, Specifications, and Contract Documents, and has investigated the site of the work and is familiar with the conditions thereon.

Contractor: _____

Date: _____ By: _____

Contractor's State License No.: _____ Class: _____

Address: _____

Phone: _____ Fax: _____

FOR REFERENCE ONLY

ACKNOWLEDGMENT OF ADDENDA RECEIVED

B2012-16

The Bidder shall acknowledge the receipt of any and all addenda by placing an "X" by each addendum received.

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

Addendum No. 5 _____

If an addendum or addenda have been issued by the City and not noted above as being received by the Bidder, the Bid Proposal may be rejected.

Bidder's Signature

Date

FOR REFERENCE ONLY

CONTRACTOR'S AFFIDAVIT

STATE OF CALIFORNIA

}

B2012-16

}

COUNTY OF _____

}

_____, being first duly sworn, deposes and says:
(NAME)

1. That he/she is the _____
(TITLE)

of _____
(NAME OF PARTNERSHIP, CORPORATION, OR SOLE PROPRIETORSHIP)

hereinafter called "Contractor," who has submitted to the City of Torrance a proposal for the Construction of FY2009-11 Residential Slurry Seal, I-100, B2012-16;

2. That said proposal is genuine; that the same is not sham; that all statement of facts therein are true;
3. That such proposal was not made in the interest or behalf of any person, partnership, company, association, organization or corporation not named or disclosed;
4. That the Contractor did not, directly or indirectly, induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from bidding, or to withdraw the bid, to raise or fix the bid price of the Contractor or anyone else, or to raise or fix any overhead, profit or cost element of the Contractor's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Torrance, or of any other bidder, or anyone else interested in the proposed contract;
5. That the Contractor has not in any manner sought by collusion to secure for itself an advantage over any other bidder or to induce action prejudicial to the interests of the City of Torrance, or of any other bidder or of anyone else interested in the proposed contract;
6. That the Contractor has not accepted any bid from any subcontractor or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent the Contractor from considering any bid from any subcontractor or materialman, which is not processed through said bid depository, or which prevent any subcontractor or materialman from bidding to any Contractor who does not use the facilities of or accept bids from or through such bid depository;

FOR REFERENCE ONLY

CONTRACTOR'S AFFIDAVIT (CONTINUED)

B2012-16

7. That the Contractor did not, directly or indirectly, submit the Contractor's bid price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of Individuals, except to the City of Torrance, or to any person or persons who have a partnership or other financial interest with said Contractor in its business.

Dated this _____ day of _____, 20 _____

Subscribed and Sworn to

before me this _____ day
of _____, 20 _____

(CONTRACTOR'S SIGNATURE)

(NAME)

Notary Public in and for said
County and State.

(TITLE)

(SEAL)

FOR REFERENCE ONLY

BID BOND (10%)

B2012-16

KNOW ALL MEN BY THESE PRESENTS: That we, _____
as principal, and _____ as sureties, are held
and firmly bound unto the City of Torrance, State of California, in the penal sum of
_____ dollars (\$_____), for the payment whereof
we hereby bind ourselves, our successors, heirs, executors or administrators jointly and
severally, firmly by these presents.

The condition of this obligation is such that, whereas the above bounded principal is about to file with and submit to the City of Torrance a bid or proposal for the performance of certain work as required in the City of Torrance, **Project No. B2012-16**, said work being: the **FY2009-11 RESIDENTIAL SLURRY SEAL, I-100**, and in compliance with the Specifications therefor under an invitation of said City contained in a notice or advertisement for bids or proposals; now if the bid or proposal of the said principal shall be accepted and if the said work be thereupon awarded to the principal by said City and if the said principal shall enter into a contract with the said City in accordance with said bid or proposal, or if the bid or proposal of the said principal is rejected, then this bond shall be void and of no effect and otherwise in full force and effect.

WITNESS our hands this _____ day of _____, 20_____.

PRINCIPAL

SURETY/ATTORNEY-IN-FACT

SIGNATURE

Name: _____

Local Address: _____

Phone No.: _____

Fax No.: _____

FOR REFERENCE ONLY

LIST OF SUBCONTRACTORS

B2012-16

The Bidder is required to fill in the following blanks in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Chapter 2 of Division 5, Title 1 of the Government Code of the State of California) and should familiarize itself with Section 2-3 of the Standard Specifications.

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Name Under Which Subcontractor is Licensed: _____

Subcontractor's Address: _____

Specific Description of Sub-Contract: _____

License Number: _____ CA License Classification/Type: _____

Subcontractors listed must be properly licensed under the laws of the State of California for the type of work which they are to perform. Do not list alternate subcontractors for the same work.

FOR REFERENCE ONLY

REFERENCES

B2012-16

List work similar in magnitude and degree of difficulty completed by the Contractor within the past three (3) years.

1. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____
2. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____
3. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____
4. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____
5. Name (Firm/Agency): _____
Address: _____
Contact Person: _____ Telephone No.: _____
Title of Project: _____
Project Location: _____
Date of Completion: _____ Contract Amount: \$ _____

FOR REFERENCE ONLY

REFERENCES (CONTINUED)

B2012-16

If Contractor has not performed work for the City of Torrance within the last five (5) years, list all work done within said five years (attach additional sheets if necessary). Note if work was done as subcontractor [include only subcontract amount]:

Work Description & Contract Amount	Agency	Date Completed

Contractor's License No.: _____ Class: _____

a. Date first obtained: _____ Expiration: _____

b. Has License ever been suspended or revoked? _____

If yes, describe when and why: _____

c. Any current claims against License or Bond? _____

If yes, describe claims: _____

Principals in Company (List all – attach additional sheets if necessary):

NAME	TITLE	LICENSE NO. (If Applicable)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FOR REFERENCE ONLY

VIOLATIONS OF FEDERAL, STATE OR LOCAL LAWS

B2012-16

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes/No: _____ Federal/State: _____

If "yes," identify and describe, (including agency and status): _____

Have the penalties been paid? Yes/No: _____

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

Yes/No: _____ Code/Laws: _____ Section/Article: _____

If "yes," identify and describe, (including agency and status): _____

FOR REFERENCE ONLY

DEBARMENT AND SUSPENSION CERTIFICATION TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

B2012-16

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal AGENCY;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal AGENCY within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating AGENCY, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

SECTION D

**DOCUMENTS TO BE COMPLETED
AND DELIVERED TO CITY PRIOR
TO AWARD OF CONTRACT**

PERFORMANCE BOND

B2012-16

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal(s) and _____ a corporation, incorporated, organized, and existing under the laws of the State of _____, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto the City of Torrance, a municipal corporation, located in the County of Los Angeles, State of California, in the full and just sum of: _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves and our respective heirs, executors, administrators, representative, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT: WHEREAS, said Principal(s) have/has entered into, or are/is about to enter into, a certain written contract or agreement, dated as of the _____ day of _____, 20____, with the said City of Torrance for the Construction of **FY2009-11 RESIDENTIAL SLURRY SEAL, I-100, B2012-16**, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

NOW, THEREFORE, if the said Principal(s) shall faithfully and well and truly do, perform and complete, or cause to be done, performed and complete, each and all of the covenants, terms, conditions, requirements, obligations, acts and things, to be met, done or performed by said Principal(s), including any guarantee period as set forth in, or required by, said contract or agreement, all at and within the time or times, and in the manner as therein specified and contemplated, then this bond and obligation shall be null and void; otherwise it shall be and remain in full force, virtue and effect.

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

PERFORMANCE BOND
(CONTINUED)

B2012-16

In the event any suit, action or proceedings is instituted to recover on this bond or obligation, said Surety will pay, and does hereby agree to pay, as attorney's fees for said City, such sum as the Court in any such suit, action or proceeding may adjudge reasonable.

EXECUTED, SEALED AND DATED this _____ day of _____, 20____

CORPORATE SEAL

PRINCIPAL(S):

BY _____

BY _____

CORPORATE SEAL

SURETY:

BY _____

LABOR AND MATERIAL BOND

B2012-16

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal(s) and _____ a corporation, incorporated, organized, and existing under the laws of the State of _____, and authorized to execute bonds and undertakings and to do a general surety business in the State of California, as Surety, are jointly and severally held and firmly bound unto:

- (a) The State of California for the use and benefit of the State Treasurer, as ex-officio Treasurer and custodian of the Unemployment Fund of said State; and
- (b) The City of Torrance, California; and
- (c) Any and all persons who do or perform or who did or performed work or labor upon or in connection with the work or improvement referred to in the contract or agreement hereinafter mentioned; and
- (d) Any and all materialmen, persons, companies, firms, association, or corporations, supplying or furnishing any materials, provisions, provender, transportation, appliances or power, or other supplies used in, upon, for or about or in connection with the performance of the work or improvement contracted to be executed, done, made or performed under said contract or agreement; and
- (e) Any and all persons, companies, firms, associations, or corporations furnishing, renting, or hiring teams, equipment, implements or machinery for, in connection with, or contributing to, said work to be done or improvement to be made under said contract or agreement; and
- (f) Any and all persons, companies, firms, associations, or corporations who supply both work and materials;

and whose claim has not been paid by said Principal(s), in full and just sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which will and truly to be made, said Principal(s) and said Surety do hereby bind themselves and their respective heirs, executors, administrators, representatives, successors and assigns, jointly and severally, firmly by these presents.

LABOR AND MATERIAL BOND
(CONTINUED)

B2012-16

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, THAT: WHEREAS, said Principal(s) have/has entered into or are/is about to enter into a certain written contract or agreement, dated as of the _____ day of _____ 20____, with the City of Torrance for the Construction of FY2009-11 RESIDENTIAL SLURRY SEAL, I-100, B2012-16, all as is more specifically set forth in said contract or agreement, a full, true and correct copy of which is hereunto attached, and hereby referred to and by this reference incorporated herein and made a part hereof;

NOW, THEREFORE, if the said Principal(s) (or any of his/her, its, or their subcontractors) under said contract or agreement fails or fail to pay:

- (1) For any materials, provisions, provender, transportation, appliances, or power, or other supplies; or
- (2) For the hire of any teams, equipment, implements, or machinery; or
- (3) For any work or labor; supplies, furnished, provided, used, done or performed in, upon, for or about or in connection with the said work or improvement; or
- (4) For amounts due under the Unemployment Insurance Act of the State of California with respect to such work or improvement;

the Surety on this bond will pay the same in an amount not exceeding the sum hereinabove specified in this bond; and, also, in case suit is brought upon this bond, said Surety will (and does hereby agree to) pay a reasonable attorney's fee, to be fixed and taxed as costs, and included in the judgment therein rendered.

This bond shall (and it is hereby made to) inure to the benefit of any and all persons entitled to file claims under Section 1192.1 of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond, all as contemplated under the provisions of Section 4205 of the Government Code, and of Chapter 1 of Title 4 of Part 3 of the Code of Civil Procedure, of the State of California.

This bond is executed and filed in connection with said contract or agreement hereunto attached to comply with each and all of the provisions of the laws of the State of California above mentioned or referred to, and of all amendments thereto, and the obligors so intend and do hereby bind themselves accordingly.

LABOR AND MATERIAL BOND
(CONTINUED)

B2012-16

The said Surety, for value received, hereby stipulates and agrees that no amendment, change, extension of time, alteration, or addition to said contract or agreement, or of any feature or item or items of performance required therein or thereunder, shall in any manner affect its obligations on or under this bond; and said Surety does hereby waive notice of any such amendment, change, extension of time, alteration, or addition to said contract or agreement, and of any feature or item or items of performance required therein or thereunder.

EXECUTED, SEALED AND DATED this _____ day of _____, 20____

CORPORATE SEAL

PRINCIPAL:

BY _____

CORPORATE SEAL

SURETY:

BY _____

PUBLIC WORKS AGREEMENT

This PUBLIC WORKS AGREEMENT ("Agreement") is made and entered into as of _____, 2011 (the "Effective Date"), by and between the CITY OF TORRANCE, a municipal corporation ("CITY"), and _____ ("CONTRACTOR").

RECITALS:

- A. The CITY wishes to retain the services of an experienced and qualified CONTRACTOR to grind City sidewalk offsets, install new asphalt ramps, and patch damaged sidewalks to mitigate pedestrian tripping hazards; and
- B. In order to obtain the desired services, The CITY has circulated a Notice Inviting Bids for the construction of FY2009-11 RESIDENTIAL SLURRY SEAL, I-100, Notice Inviting Bids No. B2012-16 (the "NIB"); and
- C. CONTRACTOR has submitted a Bid (the "Bid") in response to the NIB. CONTRACTOR represents that it is qualified to perform those services requested in the Plans and Specifications. Based upon its review of all Bids submitted in response to the NIB, The CITY is willing to award the contract to CONTRACTOR.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR will provide the services and install those materials listed in the Plans and Specifications, which are on file in the Public Works Department. The NIB and the Plans and Specifications are made a part of this Agreement. A copy of the Bid is attached as Exhibit A.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect for 15 months from the Effective Date. At the City's discretion and if mutually agreed upon, this Agreement may be extended no more than 4 times, each for a 12-month period. Unit costs may be adjusted according to the change in the Construction Cost Index (CCI) for the County of Los Angeles area, as published by the Engineering News Record, McGraw-Hill Construction. The period used to establish the change in the CCI shall be from the Effective Date of the previous year's Agreement to the Effective Date of the current year's project.

3. COMPENSATION

A. CONTRACTOR's Fee.

For services rendered pursuant to this Agreement, CONTRACTOR will be paid in accordance with CONTRACTOR's Bid; provided, however, that in no event will the total amount of money paid the CONTRACTOR, for services initially contemplated by this Agreement, exceed the sum of \$_____ ("Agreement Sum"), unless otherwise first approved in writing by the CITY.

B. Schedule of Payment.

Provided that the CONTRACTOR is not in default under the terms of this Agreement, upon presentation of an invoice, CONTRACTOR will be paid monthly, within 30 days after the date of the monthly invoice.

4. TERMINATION OF AGREEMENT

A. Termination by CITY for Convenience.

1. CITY may, at any time, terminate the Agreement for CITY's convenience and without cause.
2. Upon receipt of written notice from CITY of such termination for CITY's convenience, CONTRACTOR will:
 - a) cease operations as directed by CITY in the notice;
 - b) take actions necessary, or that CITY may direct, for the protection preservation of the work; and
 - c) except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for CITY's convenience, CONTRACTOR will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONTRACTOR, the CITY may, at the expense of the CONTRACTOR and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the CITY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the CITY. All moneys due the CONTRACTOR under the terms of this Agreement will be retained by the CITY, but the retention will not release the CONTRACTOR and its surety from liability for the default. Under these circumstances, however, the CONTRACTOR and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the CITY as against the CONTRACTOR or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the CITY under law.

C. Termination for Breach of Law.

In the event the CONTRACTOR or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or Contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the CITY determines to be so serious and compelling as to affect CONTRACTOR's responsibility as a public consultant or Contractor, including but not limited to, debarment by another governmental agency, then the CITY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The CITY will not take action until CONTRACTOR has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONTRACTOR authorizes the CITY to deduct from any amount payable to CONTRACTOR (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate the CITY for any losses, costs, liabilities, or damages suffered by the CITY, and all amounts for which the CITY may be liable to third parties, by reason of CONTRACTOR's negligent acts or omissions or willful misconduct in performing or failing to perform CONTRACTOR's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by CONTRACTOR, or any indebtedness exists that appears to be the basis for a claim of lien, the CITY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of the CITY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONTRACTOR to insure, indemnify, and protect the CITY as elsewhere provided in this Agreement.

7. THE CITY'S REPRESENTATIVE

The Public Works Director is designated as the "City Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by the CITY under this Agreement, those actions will be taken by the City Representative, unless otherwise stated. The City Manager has the right to designate another City Representative at any time, by providing notice to CONTRACTOR.

8. CONTRACTOR REPRESENTATIVE(S)

The following principal(s) of CONTRACTOR are designated as being the principal(s) and representative(s) of CONTRACTOR authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

9. INDEPENDENT CONTRACTOR

The CONTRACTOR is, and at all times will remain as to the CITY, a wholly independent Contractor. Neither the CITY nor any of its agents will have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees, except as otherwise set forth in this Agreement. The CONTRACTOR may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY.

10. BUSINESS LICENSE

The CONTRACTOR must obtain a City business license prior to the start of work under this Agreement, unless CONTRACTOR is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONTRACTOR warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONTRACTOR warrants that CONTRACTOR (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONTRACTOR warrants that CONTRACTOR has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONTRACTOR discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONTRACTOR must immediately inform the CITY of that fact and may not proceed except at CONTRACTOR's risk until written instructions are received from the CITY.

13. CARE OF WORK

CONTRACTOR must adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by the CITY, except those losses or damages as may be caused by the CITY's own negligence.

14. CONTRACTOR'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONTRACTOR's time pertaining to the project, and records of accounts between the CITY and the CONTRACTOR, will be kept on a generally recognized accounting basis. CONTRACTOR will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to the CITY during normal working hours. CONTRACTOR will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless CITY, the City Council, each member thereof, present and future, its officers, agents and employees from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of CITY, the City Council, each member thereof, present and future, or its officers, agents and employees, except for liability resulting solely from the negligence or willful misconduct of CITY, its officers, employees or agents. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and CITY, as to whether liability arises from the sole negligence of the CITY or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for CITY's defense until such time as a final judgment has been entered adjudicating the CITY as solely negligent. CONTRACTOR will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

16. NON-LIABILITY OF THE CITY'S OFFICERS AND EMPLOYEES

No officer or employee of the CITY will be personally liable to CONTRACTOR, in the event of any default or breach by the CITY or for any amount that may become due to CONTRACTOR.

17. INSURANCE

- A. CONTRACTOR must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a) Combined single limits of \$2,000,000 per occurrence.
- B. General Liability including coverage for premises, products and completed operations, independent Contractors, personal injury and contractual obligations with combined single limits of coverage of at least \$3,000,000 per occurrence, with an annual aggregate of no less than \$5,000,000.
- C. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$3,000,000.
- D. The insurance provided by CONTRACTOR will be primary and non-contributory.
- E. The CITY of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer, and the Consulting Engineer, must be named as additional insureds under the automobile and general liability policies.
- F. CONTRACTOR must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- G. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the CITY.
- H. CONTRACTOR must include all subcontractors as insureds under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of this Paragraph 17.

18. SUFFICIENCY OF INSURERS

Insurance required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of the CITY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the CITY, the CONTRACTOR agrees that the minimum limits of any insurance policies and/or the performance bond required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONTRACTOR will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of the CITY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the CITY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in

which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.

- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. **NOTICE**

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
 - 1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
 - 2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
 - 3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
 - 4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
 - 5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
 - 6. Addresses for purpose of giving notice are as follows:

CONTRACTOR:

Fax: _____

CITY:

City Clerk
City of Torrance
3031 Torrance Boulevard
Torrance, CA 90509-2970
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the

first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.

- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either the CITY or CONTRACTOR without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of the CITY and CONTRACTOR as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONTRACTOR will be knowledgeable of and will comply with all applicable federal, state, county and city statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not

be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONTRACTOR'S AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the CONTRACTOR warrant that (i) the CONTRACTOR is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONTRACTOR; (iii) by so executing this Agreement, the CONTRACTOR is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONTRACTOR is bound.

CITY OF TORRANCE,
a Municipal Corporation

Frank Scotto, Mayor

By: _____

ATTEST:

Sue Herbers, City Clerk

APPROVED AS TO FORM:

JOHN L. FELLOWS III
City Attorney

By: _____
(name)
Deputy City Attorney

Attachments: Exhibit A: Bid

EXHIBIT A

Bid

[To be attached]

CITY OF TORRANCE, CALIFORNIA

CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT

To be attached to and made a part of all policies insuring the liability of any person, firm or corporation performing services under contract for the City of Torrance.

Notwithstanding any inconsistent expression in the policy to which this endorsement is attached, or in any other endorsement now or hereafter attached thereto, or made a part thereof, the protection afforded by said policy shall:

1. Include the City of Torrance as an additional insured. (To include the elected officials, appointed officials, and employees.)
2. Indemnify and save harmless the City of Torrance against any and all claims resulting from the undertaking specified in the contract known as:

PROPOSAL, SPECIFICATIONS, BOND AND AFFIDAVIT FOR THE CONSTRUCTION OF FY2009-11 RESIDENTIAL SLURRY SEAL, I-100 B2012-16

This hold harmless assumption on the part of the underwriters shall include all costs of investigation and defense, including claims based on damage to substructures not shown, not located on the plans, or shown incorrectly.

3. Not be cancelled except by notice to the City Attorney of the City of Torrance at least thirty (30) days prior to the date of cancellation.
4. Provide single limit for Bodily Injury Liability and Property Damage Liability combined, \$3,000,000 each occurrence, and \$5,000,000 Aggregate.
5. Limited classifications, restricting endorsements, exclusions or other special provisions contained in the policy shall not act to limit the benefits of coverage as they shall apply to the City of Torrance as enumerated in this endorsement. However, nothing herein contained shall affect any rights of the insurer against the insured.
6. It is further expressly agreed by and between the parties hereto that the following two provisions, (a) and (b), are a part of this contract:
 - a. That the Contractor specifically agrees to comply with applicable provisions of Section 1777.5 of the Labor Code relating to the employment by Contractor or subcontractor under it, of journeyman or apprentices, or workmen, in any apprenticeable craft or trade.
 - b. By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSTRUCTION OR SERVICE CONTRACT ENDORSEMENT
(CONTINUED)

The limits of liability as stated in this endorsement apply to the insurance afforded by this endorsement notwithstanding that the policy may have lower limits of liability applying elsewhere in the policy.

Duly Authorized Agent

Attached to and forming part of

Policy No. _____

of the _____

Date: _____

Expiration Date: _____

WORKERS' COMPENSATION INSURANCE CERTIFICATION

B2012-16

In compliance with Section 7-4 of the Standard Specifications, the Contractor shall complete and submit the following certification with a Certificate of Insurance before execution of the contract.

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability for Workers' Compensation or to undertake self-insurance before commencing any of the work.

CONTRACTOR

By: _____

Title: _____

SECTION E

SPECIAL PROVISIONS

The following Special Provisions supplement and amend the Standard Specifications for Public Works Construction (Latest Edition and the most recent Supplement), latest edition, as noted herein. These Special Provisions have been arranged into a format which parallels the Standard Specifications.

**SECTION E
SPECIAL PROVISIONS**

TABLE OF CONTENTS

	PAGE
PART 1 – GENERAL PROVISIONS	
SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS	
1-2	DEFINITIONS E-3
1-3	ABBREVIATIONS E-3
SECTION 2 – SCOPE AND CONTROL OF THE WORK	
2-1	AWARD AND EXECUTION OF CONTRACT. E-3
2-4	CONTRACT BONDS. E-3
2-5	PLANS AND SPECIFICATIONS. E-4
2-6	WORK TO BE DONE. E-5
2-10	AUTHORITY OF BOARD AND ENGINEER. E-5
2-11	INSPECTION. E-6
SECTION 3 – CHANGES IN WORK	
3-3	EXTRA WORK. E-7
SECTION 4 – CONTROL OF MATERIALS	
4-1	MATERIAL AND WORKMANSHIP. E-8
SECTION 6 – PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK	
6-1	CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK..... E-9
6-7	TIME OF COMPLETION..... E-10
SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR	
7-3	LIABILITY INSURANCE..... E-11
7-4	WORKER'S COMPENSATION INSURANCE..... E-11
7-6	THE CONTRACTOR'S REPRESENTATIVE. E-11
7-8	PROJECT SITE MAINTENANCE. E-12
7-9	PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. E-13
7-10	PUBLIC CONVENIENCE AND SAFETY. E-13
SECTION 9 – MEASUREMENT AND PAYMENT	
9-3	PAYMENT..... E-16
PART 2 – CONSTRUCTION MATERIALS	
SECTION 200 – ROCK MATERIALS	
200-2	UNTREATED BASE MATERIALS E-17
SECTION 203 – BITUMINOUS MATERIALS	
203-5	EMULSION-AGGREGATE SLURRY..... E-17
SECTION 210 – PAINT AND PROTECTIVE COATINGS	
210-1	PAINT..... E-17

**SECTION E
SPECIAL PROVISIONS**

TABLE OF CONTENTS

	PAGE
 PART 3 – CONSTRUCTION METHODS	
 SECTION 302 – ROADWAY SURFACING	
302-4 EMULSION-AGGREGATE SLURRY.....	E-18
302-13 BITUMINOUS PAVEMENT CRACK SEALING.....	E-20
 SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION	
303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.	E-21
 SECTION 310 – PAINTING	
310-5 PAINTING VARIOUS SURFACES.....	E-22
 SECTION 313 – CONCRETE WHEEL STOPS	
313-1 WHEEL STOPS.....	E-23

PART 1 GENERAL PROVISIONS

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS, UNITS OF MEASURE, AND SYMBOLS

1-2 DEFINITIONS. Add or redefine the following:

Agency – The City of Torrance, herein referred to as CITY.

Board – The City Council of the City of Torrance herein referred to as City Council.

Engineer – The Public Works Director and/or the City Engineer of the City of Torrance, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Caltrans Specifications – State of California Department of Transportation Standard Specifications, latest Edition and all supplements.

Claim – A separate demand by the Contractor for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the Agency.

1-3 ABBREVIATIONS.

1.3-2 Common Usage. Add the following abbreviations:

Approx	Approximate
Exist.	Existing
Med.	Median
Ped.	Pedestrian
Temp.	Temporary
Theo.	Theoretical

SECTION 2 – SCOPE AND CONTROL OF THE WORK

2-1 AWARD AND EXECUTION OF CONTRACT. Replace the entire subsection with the following:

Within ten (10) working days after the date of the CITY'S award of contract, the Contractor shall execute and return all Contract Documents required by the CITY. The CITY reserves the right to terminate the award if the above requirement is not met. Such termination will result in the forfeiture of the Proposal Guaranty.

The Contract shall not be considered binding upon the CITY until executed by the authorized CITY officials.

2-4 CONTRACT BONDS. Revise the fourth paragraph to read as follows:

The "Performance Bond" shall be for 100 percent of the Contract Price and shall remain in effect for one year following the date specified in the Notice of Completion or, if no Notice of Completion is recorded, for one year following the date of final acceptance by the Engineer.

2-5 PLANS AND SPECIFICATIONS.

2-5.1 General. Add the following subsections:

2-5.1.1 Plans. There are no Plans for the Work. Included in the Appendices are project location and detail area maps, and spreadsheets of related information. Actual limits of Work will be determined in the field by the Engineer.

2-5.1.2 Specifications. The Work shall be performed or executed in accordance with these Special Provisions and the following:

- 1) Standard Specifications for Public Works Construction, latest edition and supplements thereto, hereinafter referred to as the Standard Specifications, as written and promulgated by Public Works Standards, Inc. The Standard Specifications are published by BNi Building News, Inc., 990 Park Center Drive, Suite E, Vista, CA 92081, Phone: (760) 734-1113.
- 2) Sections 84 and 85 of the State of California Department of Transportation (Caltrans) Standard Specifications, latest edition.

2-5.2 Precedence of Contract Documents. Replace the entire subsection with the following:

If there is a conflict between any of the Contract Documents, the document highest in precedence shall control. The order of precedence shall be as follows:

- 1) Permits issued by other agencies
- 2) Change Orders (including Plans and Specifications attached thereto)
- 3) Public Works Agreement
- 4) Addenda
- 5) Special and General Provisions
- 6) Plans and/or Maps
- 7) City Standard Plans
- 8) Other Standard Plans
- 9) Standard Specifications for Public Works Construction
- 10) Reference Specifications

With reference to the Plans, the order of precedence is as follows:

- 1) Change Order plans govern over Addenda and Contract plans
- 2) Addenda plans govern over Contract plans
- 3) Contract plans govern over standard plans
- 4) Detail plans govern over general plans
- 5) Figures govern over scaled dimensions

Within the Specifications, the order of precedence is as follows:

- 1) Change Orders
- 2) Permits from other agencies/Supplemental Agreements
- 3) Special Provisions

- 4) Instruction to Bidders
- 5) Referenced Standard Plans
- 6) Referenced Standard Specifications

If the Contractor, in the course of the Work, becomes aware of any claimed errors or omissions in the Contract Documents or in the CITY'S fieldwork, the Contractor shall immediately inform the Engineer. The Engineer shall promptly review the matter, and if the Engineer finds an error or omission has been made the Engineer shall determine the corrective actions and advise the Contractor accordingly. If the corrective work associated with an error or omission increases or decreases the amount of work called for in the Contract, the CITY shall issue an appropriate Change Order in accordance with Section 3-3. After discovery of an error or omission by the Contractor, any related work performed by the Contractor shall be done at the Contractor's risk unless authorized by the Engineer.

2-5.3 Submittals.

2-5.3.4 Supporting Information. Replace the second paragraph with the following:

Submittals are required for the following (Insert or delete items as required by project):

- 1) Type II Slurry Seal with 2.5% latex additive

In addition to the above, submittals may be required for any product, manufactured item, or system not specifically listed above.

2-6 WORK TO BE DONE. Add the following:

2-6.1 Scope of Work. The Work generally consists of furnishing all labor, materials, tools, equipment, and incidentals necessary to remove (by grinding) existing thermoplastic and painted striping, pavement markings and legends; remove raised pavement markers; apply bituminous pavement crack sealant; apply slurry seal pavement coating; reconstruct existing concrete curb & gutter; construct localized pavement repairs in parking facilities; install new striping, pavement markings, legends and raised pavement markers; remove and dispose existing concrete wheel stops; and install new concrete wheel stops; on City streets and on City parking facilities shown on the location maps, as listed in the Appendices, as specified in the Specifications and these Special Provisions, and as directed by the Engineer.

The Work also includes sweeping before and after slurry seal applications; applying of weed killer; removing of grease spots (by grinding); all necessary traffic control; preparing and updating construction schedules; posting signs for "NO PARKING" and arranging for towing of cars, if necessary; protecting utility covers in place; and installing temporary pavement markers.

The Contractor shall remove loose gravel from surfaces, parking areas, gutters, sidewalks, driveways and parkways after scrub seal and slurry application. This shall be accomplished by the use of hand brooms, blowers, automatic sweepers and/or similar tools.

The material to be used is standard quick-set slurry mix, with the addition of 2.5% latex. Type II slurry seal is to be used.

2-10 AUTHORITY OF BOARD AND ENGINEER. Add the following:

Failure of the Contractor to comply with the requirements of the Contract Documents, or to follow the directions of the Engineer, and/or to immediately remedy such noncompliance or to follow directions, may, upon notice from the Engineer, result in the suspension of the Contract

monthly progress payments. Any monthly progress payments so suspended may remain in suspension until the Contractor is in compliance with the Contract Documents and the directions of the Engineer, as determined by the Engineer.

2-11 INSPECTION. Replace the entire subsection with the following:

The Work is subject to inspection and approval by the Engineer. The Contractor shall notify the Engineer a minimum of 48 hours in advance of the required inspection.

The Engineer will make, or have made, such inspections and tests, as he deems necessary to see that the Work is in conformance with the Contract Documents. In the event such inspections or tests reveal noncompliance with the Contract Documents, the Contractor shall bear the cost of such corrective measures as deemed necessary by the Engineer, as well as the cost of subsequent re-inspection and re-testing.

Work done in the absence of inspection by the Engineer may be required to be removed and replaced under the inspection of the Engineer, and the entire cost of removal and replacement, shall be borne by the Contractor.

The Engineer and any authorized representatives shall at all times have access to the Work during its construction at shops and yards as well as the Work site. The Contractor shall provide every reasonable facility for ascertaining that the materials and workmanship are in accordance with the Contract Documents.

Inspection of the Work shall not relieve the Contractor of the obligation to fulfill all conditions of the Contract.

Add the following subsections:

2-11.1 Special Inspection Fees. If the Contractor elects to work under this Contract more than 8 hours/day or more than 40 hours/week, Saturday, Sunday, or CITY holidays, the Contractor shall arrange with the Engineer for the required inspection service and pay the Special Inspection Fees which will be charged at the following rates:

Mondays through Fridays - \$125.00 per hour
Saturdays, Sundays, Holidays - \$1,000.00 per day

Fees may be deducted from payments due to the Contractor at the discretion of the Engineer.

If the Contractor works under this contract at times other than within the allowed working hours without permission from or prior arrangement with the Engineer, the Contractor will be charged a lump sum amount of \$500.00 for each occurrence, in addition to the above fees. The amount will be deducted from a Progress Payment.

2-11.2 Material Inspection/Testing and other City Expenses.

- (a) If a City subcontractor hired to perform material inspection and/or testing is required to work additional time to perform inspection and testing as a result of an action or delay caused by the Contractor, except for specific work allowed by the Engineer, the City subcontractor may charge the City an additional fee. The Engineer may deduct the additional fee for said inspection and testing from a Progress Payment to the Contractor. The Engineer also may deduct the cost to

perform additional testing when an initial test fails to meet the requirements of this Contract. The typical rates for material testing and inspection are available upon request from the Public Works Department.

- (b) If the Contractor does not comply with a requirement of these Special Provisions or if it does not immediately respond, after being informed, to a request by the Engineer to amend a site condition that jeopardizes the public health, safety or welfare, the Engineer may direct City staff to perform the work. For each occurrence, the City will charge the Contractor a base charge in the amount of \$750 in addition to all costs incurred by the City for administration, labor, equipment and materials. The standard rates for City staff are available upon request from the Public Works Department.
- (c) For each sign, drum, delineator, cone, barricade, warning device, or other type of required traffic control device that is not provided by the Contractor when required by the Traffic Control Plans, the Engineer may deduct \$75 per day for each missing device from a Progress Payment. The Engineer, a City designate, or Public Works Inspector will inform the Contractor. The deduction does not apply to a device that is fraudulently removed by non-construction personnel.
- (d) Temporary lane closures maintained prior to 8:30 A.M. and/or after 3:30 P.M. may have a negative economic effect on the local residential, commercial or industrial community. Unless a temporary lane closure is otherwise authorized, the Engineer may deduct a fee from a Progress Payment for each temporary lane closure maintained prior to 8:30 A.M. or after 3:30 P.M. The fee will be assessed at a rate of \$700 per each travel lane per each thirty (30) minute interval, or fraction thereof.

SECTION 3 – CHANGES IN WORK

3-3 EXTRA WORK.

3-3.1 General. Add the following:

Payment for additional work and all expenditures in excess of the Contract Price must be authorized in writing by the Engineer. Such authorization shall be obtained by the Contractor prior to engaging in additional work. It shall be the Contractor's sole responsibility to obtain written approval from the Engineer for any change(s) in material or in the work proposed by suppliers or subcontractors. No payment shall be made to the Contractor for additional work, which has not been approved in writing, and the Contractor hereby agrees that it shall have no right to additional compensation for any work not so authorized.

The Contractor shall be responsible to provide all data and to obtain all approvals required by the Specifications, including submittal of Daily Extra Work Reports. No claims or extras shall be approved by the Engineer unless all work was done under the direction of and subject to the approval of the Engineer. Disputed work claims shall comply with Section 3-3 as modified herein.

3-3.2.2 Basis for Establishing Costs. Replace the second paragraph of part (c) with the following:

The Contractor will be paid for the use of equipment at rental rates listed for such equipment in "Rental Rate Blue Book" published by Dataquest, Inc., 1290 Ridder Park Drive, San Jose, California, 95131, telephone: (408) 971-9000, which is in effect on the date upon which the work

is accomplished and which is a part of the Contract, regardless of ownership and any rental or other agreement, if such may exist, for the use of such equipment entered into by the Contractor. If it is deemed necessary by the Engineer to use equipment not listed in the said publication, a suitable rental rate will be established by the Engineer. The Contractor may furnish any cost data that might assist the Engineer in the establishment of such rental rate.

3-3.2.3 Markup. Replace the entire subsection with the following:

The markups mentioned hereinafter shall include, but are not limited to, all costs for the services of superintendents, project managers, timekeepers and other personnel not working directly on the change order, and pickup or yard trucks used by the above personnel. These costs shall not be reported as labor or equipment elsewhere except when actually performing work directly on the change order and then shall only be reported at the labor classification of the work performed.

- (a) **Work by Contractor.** The following percentages shall be added to the Contractor's costs and shall constitute the mark-up for all overhead and profit, which shall be deemed to include all items of expense not specifically designated as cost or equipment rental in Subsections 3-3.2.2(a), 3-3.2.2(b), and 3-3.2.2(c).

Labor	20
Materials	15
Equipment Rental	15
Other Expenditures	15

To the sum of the costs and markups provided for in this subsection, one (1) percent shall be added as compensation for bonding.

- (b) **Work by Subcontractor.** When any part of the extra work is performed by a subcontractor, the markup established in 3-3.2.3(a) shall be applied to the subcontractor's actual cost of such work. A markup of ten (10) percent on the first \$5,000 of the subcontracted portion of the extra work and a mark-up of 5 percent on work added in excess of \$5,000 of the subcontracted portion of the extra work may be added by the Contractor.

The markups specified in parts (a) and (b) above shall be considered as including, but not limited to, the Contractor's labor costs for personnel not working directly on the extra work, including the cost of any tools and equipment that they may use. Such costs shall not be reported as labor or equipment costs elsewhere except when they are actually used in the performance of the extra work. Labor costs shall in that case be reported for the labor classification corresponding to the type and nature of extra work performed.

SECTION 4 – CONTROL OF MATERIALS

4-1 MATERIAL AND WORKMANSHIP.

4-1.1 General. Add the following paragraph after the second paragraph:

If the work, or any portion thereof, shall be damaged in any way, or if any defective materials or faulty workmanship shall be discovered at any time prior to the final payment, the Contractor shall forthwith, at its own cost and expense, repair said damage, or replace such defective materials, or remedy such faulty workmanship in a manner satisfactory to the Engineer.

4-1.2 Protection of Work and Materials. Add the following:

The Contractor shall assume all risks and expense of interference and delay in his operations, and the protection from or the repair of damage to improvements being built under the contract, as may be caused by water of whatever quantity from floods, storms, industrial waste, irrigation, underground or other sources. However, the Contractor shall be entitled to an extension of time in accordance with the provisions of Subsection 6-6. The Contractor shall also assume full responsibility and expense of protecting, or removing and returning to the site of Work, all equipment or materials under his care endangered by any action of the elements.

Furthermore, the Contractor shall indemnify and hold the City harmless from all claims or suits for damages arising from his operations in dewatering the Work and control of water.

SECTION 6 – PROSECUTION, PROGRESS AND ACCEPTANCE OF THE WORK

6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF WORK. Replace the entire subsection with the following:

6-1.1 General. Within ten (10) working days after the date of the CITY's execution of the Contract, the Contractor shall submit a proposed construction schedule to the Engineer for approval. The schedule shall be in accordance with the Specification and these Special Provisions.

In addition, during construction, the Contractor shall also submit to the Engineer, a two-week "look ahead" construction schedule every Monday morning. The schedule shall indicate, by date, the locations of work in during the next 2 weeks. The schedule shall consist of an 8 ½" x 11" street map of the part of the city to be completed, with each week's area outlined.

Prior to issuing the Notice to Proceed, the Engineer will schedule a Pre-Construction Meeting with the Contractor to review the proposed construction schedule and delivery dates, arrange utility coordination and clarify inspection procedures.

Notwithstanding any other provisions of the Contract, the Contractor shall not be obligated to perform any work and the CITY will not be obligated to accept or pay for any work performed by the Contractor prior to delivery of a Notice to Proceed. The CITY's knowledge of work being performed prior to delivery of the Notice to Proceed shall not obligate the CITY to accept or pay for such work. The Contractor shall provide all required Contract bonds and evidences of insurance prior to commencing work at the site.

6-1.2 Requirements. Contractor shall prepare separate schedules for each week of work. Each weekly schedule shall consist of a package containing the following:

- 1) Two copies of a location map showing each street proposed for slurry sealing for the upcoming week. The streets shall be color-coded to indicate the day of the week for application.
- 2) One copy of a typed list of the streets (and limits) to be slurry sealed.

Upon approval of the schedule, Contractor shall immediately supply the Engineer with 3 additional color-coded street maps.

6-1.3 Criteria. Construction schedules shall consider the following:

- 1) Trash collection. The Location Maps in Appendix "A" shows the trash collection day for each area. **THE CONTRACTOR IS PROHIBITED FROM APPLYING SLURRY SEAL ON THE DAY PRIOR TO AND THE SAME DAY AS TRASH COLLECTION.**

Slurry seal should be scheduled to occur on the days immediately following trash collection. Also, slurry seal should be scheduled to allow a minimum of 4 calendar days of cure time, prior to trash collection days.

- 2) Saturday operations, if needed.
- 3) Temporary street parking for residents. The schedule shall allow affected residents ample on-street parking within an 1,000-foot distance from their homes and shall consider pedestrian access routes to said parking.
- 4) Stockpile area. Schedule shall indicate date for cleanup of stockpile area
- 5) Work shall be performed between the hours of 7:00 a.m. and 4:30 p.m. unless otherwise approved by the Engineer. The Contractor shall consider in his schedule any reasonable delay required to locate owners of vehicles parked within the work areas. Locating vehicle owners must be coordinated with the Engineer, Inspector, and Torrance Police Department.

6-1.4 Updates. The Contractor is expected to strictly adhere to the approved schedules. Should it be necessary to change the sequence of the streets to be slurry sealed, the Contractor shall immediately inform the Engineer and, within 24-hours of such notification, submit a revised schedule for approval. In no case shall the Contractor be allowed to slurry seal a street without notifying the Engineer and the residents as required in these Specifications.

Written re-notification is required, per Section 7-10.1.1, Notifications and Postings.

6-1.5 Compensation. Compensation for all scheduling activities will be made on the lump sum basis per the Contract Unit Price for "MOBILIZATION AND DEMOBILIZATION INCLUDING CONSTRUCTION SCHEDULES" in the Bidder's Proposal, if all schedules comply with the requirements of the Specifications, and are submitted in a timely manner and in proper form.

6-7 TIME OF COMPLETION.

6-7.1 General. Replace the first sentence with the following:

Time shall be of the essence in the Contract. The Contractor shall begin Work within five (5) working days of the start date specified in the Notice to Proceed and shall diligently prosecute the work to completion.

6-7.3 Contract Time Accounting. Insert the following before the first sentence:

Unless otherwise specified, contract time accounting shall be expressed in working days.

6-8 COMPLETION, ACCEPTANCE AND WARRANTY. Add the following:

It is the intent of the Specifications that only first-class materials and workmanship will be acceptable. The Contractor shall take all necessary measures to protect work from damage and prevent accidents and vandalism during any and all phases of the work.

Until the final acceptance of the work by the City, by written action of the Engineer, the Contractor shall have the charge and care thereof and will bear the risk of injury or damage to any part of the work by the action of the elements, vandalism, or any other cause. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any cause before its completion and acceptance and will bear the expense thereof.

A partial list of causes for rejection of work includes:

- Power steering marks
- Drive-through marks
- Raveling
- Color variations
- Loose gravel on roadways, sidewalks, gutters and parkways
- Deliberate defacing by vandals
- Slurried over traffic markings and/or manhole and utility valve covers
- Inadequate temporary traffic markers

6-9 LIQUIDATED DAMAGES.

In each of the two paragraphs, substitute "\$500" in place of "\$250" as the amount of the liquidated damages per each consecutive calendar day.

SECTION 7 – RESPONSIBILITIES OF THE CONTRACTOR

7-3 LIABILITY INSURANCE. Replace the second sentence of the second paragraph with the following:

The Contractor shall maintain at its sole expense insurance, conforming to the requirements of Article 17, "INSURANCE" of the Public Works Agreement.

Add the following:

The Contractor must include all subcontractors as insured under its policies or must furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors will be subject to all of the requirements of the Public Works Agreement.

7-4 WORKER'S COMPENSATION INSURANCE. Add the following after the first sentence of the second paragraph:

Worker's Compensation Insurance shall be per Section 17 of the Public Works Agreement.

7-5 PERMITS. Replace this Section with the requirements of paragraph J in the Instructions to Bidders.

7-6 THE CONTRACTOR'S REPRESENTATIVE. Add a third paragraph to the section stating the following:

Before starting work, the City shall have the authority to not approve the Contractor's proposed representative and/or alternate representative. The City shall inform the Contractor in writing and request a replacement representative and/or alternate representative. The City shall

have the authority to require the Contractor to remove its representative and/or alternate representative at any time without cause and at no cost to the City.

7-8 PROJECT SITE MAINTENANCE.

7-8.5 Temporary Light, Power, and Water. Add the following:

The Contractor shall obtain a construction water meter from the CITY by calling Global Water at (855) 354-5623. A \$1,000 deposit is required and refundable upon return of the meter in good working condition. The Contractor shall pay for the water used, at the CITY's current water rates.

Some water mains in Torrance are owned/operated by California Water Service. For rental of a hydrant meter the Contractor shall call California Water Service at (310) 257-1400.

7-8.6 Water Pollution Control. Add the following subsections:

7-8.6.1 Best Management Practices (BMPs). Best Management Practices shall be defined as any program, technology, process, siting criteria, operating method, measure, or device, which controls, prevents, removes, or reduces pollution. The Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities. These publications are available from:

Los Angeles County
Department of Public Works
Cashier's Office
900 S. Fremont Avenue
Alhambra, CA 91803
Telephone (626) 458-6959

BMPs for Contractor activities shall be continuously implemented throughout the year. BMPs for erosion control and sedimentation shall be implemented during the period from October 15 to April 15, and whenever the National Weather Service predicts rain within 24 hours. BMPs for erosion control and sedimentation shall also be implemented prior to the commencement of any Contractor activity or construction operation that may produce run-off, and whenever run-off from other sources may occur.

The CITY, as a permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency, and private citizens. The CITY may assess the Contractor a penalty of \$1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for the Contract and/or is otherwise in noncompliance with these provisions. In addition, the CITY will deduct, from the final payment due the Contractor, the total amount of any fines levied on the CITY, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

Full compensation for the implementation of BMPs, including the construction, removal, and the furnishing of all necessary labor, equipment, and materials, shall be considered as included in the prices bid for the various items of work.

7-8.9 Graffiti Removal. The Contractor shall maintain the Work, all of its equipment, and all traffic control devices, including signage, free of graffiti throughout the duration of the Contract.

The Contractor shall respond to any request from the Engineer to remove graffiti within 4 hours of notification. Should the Contractor fail to respond to such request, the CITY reserves the right to make other arrangements for the requested graffiti removal and deduct the cost from any monies due the Contractor.

7-9 PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS. Add the following subsections:

7-9.1 Protection of Permanent Pavement Markers, Manholes, Valves, Thermoplastic Markings.

The Contractor shall cover and protect existing raised pavement markers (blue, white and yellow), manhole covers, utility valve covers, and similar items from damage and discoloration from the slurry seal operation. The City uses special water valve lids which must be protected at all times.

Existing thermoplastic "STOP" legends and 12"-wide stop bars and other thermoplastic pavement markings that are not within the work area, but in close proximity shall either be masked to prevent damage during the slurry seal application or, if damaged, replaced in-kind after the slurry seal application. Refer to Section 310-5.6.1 of these Specifications.

All protective masking material shall be promptly removed by the Contractor.

Full compensation for protection and restoration of existing improvements shall be included in the bid items to which this work is appurtenant and no additional compensation will be allowed therefore.

7-10 PUBLIC CONVENIENCE AND SAFETY.

7-10.1 Traffic and Access. Delete section and replace with:

The Contractor is allowed to fully close local residential street segments and restrict access to private properties for up to 9 hours (7:00 a.m. to 4:00 p.m.), subject to compliance with the operational requirements of these specifications. The Contractor's operations shall cause no unnecessary inconvenience and shall accommodate emergency access to residents and businesses on a case by case basis.

The Contractor shall provide and maintain all signs, barricades, flashers, delineators and similar devices needed for traffic control in accordance with the Manual on Uniform Traffic Control Devices, latest edition, and the California Supplement. Flagmen shall also be provided by the Contractor on an as-needed basis.

The Contractor shall protect the work from traffic. Should the slurry seal be damaged, the Contractor shall provide satisfactory repairs at no cost to the City.

At the end of each day's work and at other times when construction operations are suspended, all equipment and other obstructions shall be removed from the roadway.

7-10.1.1 Notifications and Postings.

SIGNS SHALL NOT BE POSTED ON TREES, TRAFFIC SIGNAL POLES, UTILITY POLES, STREET LIGHTS, OR ANY OTHER STREET FURNITURE.

Notifications and postings shall consist of door-hanger Notices, printed Notices mounted on barricades or wood stakes, and “No Parking – Tow Away” signs. The Contractor shall supply, distribute, and/or post all such notices. All Notices must be submitted for approval to the Engineer and at least 2 working days prior to the required distribution date. The Contractor shall be responsible to revise said Notices if required by the Engineer.

A door-hanger Notice for each street segment shall be distributed a) 1 week prior to the work and b) 48 hours in advance of the slurry seal operation on that street segment. Said Notice shall be written as being issued by the City of Torrance and shall contain a general description of the work to be done, the name of the street to be sealed with limits, the day and date of the slurry application, a statement that no on-street parking will be allowed between the hours of 7:00 a.m. and 5:00 p.m. on the day of work (with a statement that the street will be re-opened earlier if possible), a statement **(in bold type)** that it will be necessary to tow away parked vehicles at the owner’s expense per California Vehicle Code CVC 22651L and CVC 22654D; a statement that in the event the street is missed, it will be rescheduled in approximately 1-2 weeks and that the residents will be re-notified; a statement that there will be no disruption of trash collection schedules, and the name and telephone number of the Contractor. Additionally, the Notice shall contain a statement that the street to be sealed will be closed to all vehicular traffic, including access to and from parking areas and garages, and the suggestion that if residents require the use of their vehicles on the day of the sealing work, they should consider parking their vehicle on nearby streets not scheduled for sealing application.

A copy of the above Notices shall be posted at each and all access points to the affected street segment and in the same manner as the “No Parking – Tow Away” signs.

The “No Parking-Tow Away” signs shall be posted on each street segment at least 48 hours in advance of the slurry seal application. The signs shall be mounted on 1” x 2” wood stakes, barricades, or other approved support. Signs shall be spaced at approximately 100’ intervals on both sides of the street. The text shall include the day, date, and hours that parking will be prohibited on that particular street and a statement that parked vehicles must be towed away at owner’s expense per California Vehicle code CVC 22651L and CVC 22654D.

The Contractor shall document the day, date, and time that the signs are installed. The “No Parking” restriction cannot be enforced until the signs have been in place at least 24 hours. The Contractor shall maintain said signs through the day of work, and shall remove all of said signs on the same day after completion of the work or as otherwise directed by the Engineer.

If, in the event a street scheduled for sealing is missed, the Contractor shall immediately remove all “No Parking” signs and Notices and deliver a new Notice from the City to all previously notified persons. Said Notice, to be prepared by the Contractor, must be approved in advance by the Engineer. The Contractor shall have on the job site prior to the start of each day’s work an adequate supply of approved Notices for missed streets.

Full compensation for conforming to the above requirements shall be considered as included in the various bid items to which the notifications and postings are appurtenant, and no additional compensation will be allowed therefore.

7-10.1.3 Temporary Pavement Markings. Temporary pavement delineation shall be furnished, placed and maintained by the Contractor, in accordance with the provisions of Section 12-3.01, of the Caltrans Specifications. Contractor will be responsible for the removal of the temporary marks and perform the permanent pavement striping. Nothing in these Special Provisions shall be construed as to reduce the minimum standards specified in the Manual on

Uniform Traffic Control Devices or as relieving the Contractor from responsibility as provided in 7-10 of these Special Provisions.

Whenever the work causes obliteration of pavement delineation, temporary or planned pavement delineation shall be in place prior to opening the traveled way to public traffic. Lane line or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

All work necessary to establish satisfactory lines for temporary pavement delineation shall be performed by the Contractor. Surfaces on which temporary pavement delineation is to be applied shall be cleaned of all dirt and loose material and shall be dry when the pavement delineation is applied. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation.

Temporary pavement delineation shall consist of temporary reflective raised pavement markers placed on lane lines and centerlines at longitudinal intervals of not more than 24 feet apart. Stop bars and cross walks shall also be clearly delineated by raised pavement markers at 5 feet on-center, minimum. Temporary reflective raised markers shall be the same color as the lane line or centerline the markers replace. Temporary reflective raised pavement markers shall be, at the option of the Contractor, one of the following or approved equal:

3M Scotch-Lane A200 Pavement Marking System (reflective raised pavement marker on reflective traffic line tape), manufactured by 3M Company, Highway Safety Products, 1010 Hurley Way, Suite 300, Sacramento, CA 95825, Telephone (916) 924-9605.

MV Plastics Chip Seal Marker (1280/1281 Series) manufactured by MV Plastics, Inc., 533 W. Collins Avenue, Orange, CA 92667, Telephone (714) 532-1522.

Application shall be in accordance with the manufacturer's instructions, except that epoxy adhesive shall not be used.

There shall be no additional payment for temporary pavement markings and all costs for furnishing, placing, maintaining, and removing the temporary pavement delineation shall be considered as included in the Bid Prices for the work to which the markings are appurtenant.

7-10.2 Storage of Equipment and Materials in Public Streets. Replace the first paragraph with the following:

Construction materials and equipment shall not be stored in streets, roads or highways, unless specifically authorized by Engineer.

7-10.3 Street Closures, Detours, Barricades. Add the following.

The Contractor shall provide and maintain all other signs, barricades, pedestals, flashers, delineators, and other necessary facilities for the protection of the public and control of vehicular and pedestrian traffic within the limits of the construction area. All traffic control devices shall be clean and free of graffiti, and the Contractor shall be responsible to immediately clean and replace any device to the satisfaction of the Engineer. All barricades used as warning and guiding devices shall bear the name of the Contractor in legible letters.

The Contractor shall notify the following offices at least two (2) working days in advance prior to any street closure, or partial closure, or restriction to access:

- | | |
|---|----------------|
| 1. Engineer | |
| 2. Torrance Police Department | (310) 618-5557 |
| 3. Torrance Fire Department | (310) 781-7040 |
| 4. Torrance Sanitation Division (Tony Mulliken) | (310) 781-6904 |
| 5. Torrance Transit Department (Bus Operations) | (310) 618-6927 |
| 6. Torrance Unified School District – District Office | (310) 972-6500 |
| 7. United States Post Office | (310) 222-5902 |

SECTION 9 – MEASUREMENT AND PAYMENT

9-3 PAYMENT.

9-3.2 Partial and Final Payment. Add the following before the first paragraph:

The Contractor shall submit all requests for payment in the form of an invoice and provide it to the Engineer. Prior to submittal of said invoice, all items for which payment is requested shall be checked and approved in writing by the Engineer. No payments will be made unless all back-up data is submitted with the payment request and the Progress Payment Invoice is signed by both Contractor and Engineer.

Delete the third paragraph in its entirety and replace with:

From each progress estimate, 5 percent will be deducted and retained by the CITY, and the remainder, less the amount of all previous payments, will be paid. In addition, 125% of the amount of outstanding "Stop Notices" shall be withheld.

Add the following:

9-3.2.1 Payment for Traffic Control. Payment for Traffic Control shall be on a lump sum basis and progress payments shall be pro-rated as a percentage of the overall progress of work. Payment shall include all signage, barricades, delineators, flashing arrow boards, traffic control devices, preparation and distribution of public notices, re-notification of affected homeowners and businesses as necessary, assistance in the towing of parked vehicles, and all other appurtenant work and no extra payment shall be allowed.

9-3.2.2 Mobilization. Replace the entire subsection with the following:

Mobilization shall include the provisions of the Construction Schedule, Best Management Practices, site review; insurance, and bonds; moving onto the site all equipment; and other construction facilities, and removal of same at completion of the Work; and all other work; all as required for the proper performance and completion of the Work.

Mobilization shall include, but not be limited to, the following items:

- a) Submittal and modification, as required, of the Construction Schedule.
- b) Moving onto the site of all Contractor's equipment required for the work.
- c) Providing on-site sanitary facilities and portable water facilities, as required.
- d) Submittal of all required insurance certificates and bonds, including subcontractors.
- e) Obtaining all required permits.
- f) Posting all OSHA required notices and establishment of safety programs.
- g) Having the Contractor's Superintendent present at the job site full time.

- h) Removal (including all spray-painted markings on any surface), cleanup, and restoration.
- i) Demobilization.

Payment for Mobilization shall be on a lump sum basis and progress payments shall be pro-rated as a percentage of the overall progress of work. The pay item shall be "MOBILIZATION AND DEMOBILIZATION INCLUDING CONSTRUCTION SCHEDULES". Payment for mobilization shall include all items listed in Section 9-3.4 of these Specifications.

PART 2 CONSTRUCTION MATERIALS

SECTION 200 – ROCK MATERIALS

200-2 UNTREATED BASE MATERIALS.

200-2.1 General. Replace the entire subsection with the following:

Untreated base for pavement, curb, gutter, hardscape and other improvements shall be Crushed Miscellaneous Base conforming to 200-2.4, and is herein referred to as Base.

SECTION 203 – BITUMINOUS MATERIALS

203-5 EMULSION-AGGREGATE SLURRY.

203-5.1 General. Replace the first sentence with the following:

Emulsion-aggregate slurry shall be a stable mixture of emulsified asphalt, mineral aggregate, water and retardant and is herein referred to as Slurry.

The material to be used shall be a quick-set Type II slurry mix, with the addition of 2.5% latex modifier.

203-6 ASPHALT CONCRETE.

203-6.1 General. Add the following:

Asphalt concrete shall be Type Class C2-PG-64-10 for localized pavement repairs.

SECTION 210 – PAINT AND PROTECTIVE COATINGS

210-1 PAINT.

210-1.6 Paint for Traffic Striping and Pavement Markings.

210-1.6.1 General. Replace with the following:

210-1.6.1.1 Materials. Pavement striping, markings, and legends shall be installed with two coats of paint.

Paint material for all pavement striping, markings and legends shall conform to the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the State of California Specifications and these Special Provisions.

Stencils used to paint pavement markings must conform to the latest Caltrans approved Stenciling Standards.

Add to Subsection 84-1.04, "Protection from Damage," of the State of California Standard Specifications the following:

Newly painted striping or pavement markings which are damaged as a result of the construction, including wheel markings by public traffic and the construction equipment, shall be repainted, and any associated removals shall be performed as outlined in these Special Provisions at the sole expense of the Contractor and no separate compensation will be allowed therefore.

210-1.6.1.2 Pavement Markers. All work and materials shall conform to the Provisions set forth in Section 85 of the State of California, Department of Transportation Standard Specifications entitled "Pavement Markers" except as noted otherwise in the following Special Provisions.

Reflective pavement markers shall be of the prismatic reflector type (Stimsonite Model 911/88 or equal) as outlined in Section 85-1.05, of the Standard Specifications. Non-reflective pavement markers shall conform to Section 85-1.04, of the Standard Specifications. The bituminous adhesive used to install the markers shall be an asphaltic material with homogeneously mixed mineral filler and shall comply with the requirements outlined in Section 214.7.1.4, of the Standard Specifications for Public Works Construction.

Unless noted otherwise, reflective pavement markers shall be installed per the approved Plan. The composition of the material must be such that its properties will not deteriorate when heated to and applied at temperatures up to 425 degrees Fahrenheit using either air or oil jacketed melters.

Reflective pavement markers shall be placed on a location as established by the applicable Caltrans striping detail noted on the approved striping Plan, which includes, but is not limited to temporary painted line, new striping or existing striping. There shall be one marker for each location. All work necessary to establish satisfactory locations for markers shall be performed by the Contractor.

PART 3 CONSTRUCTION METHODS

SECTION 302 – ROADWAY SURFACING

302-4 EMULSION-AGGREGATE SLURRY.

Mixing and application shall conform to this subsection.

302-4.2.1 General. Add the following:

Prior to slurry application, the Contractor shall do the following preparation Work:

- 1) Remove all existing thermoplastic and painted striping, pavement markings, and legends per Section 310, "PAINTING" in these Special Provisions.
- 2) Removal all raised pavement markers.
- 3) Apply crack seal in accordance to Section 302-13 of these Special Provisions.

302-4.5 Measurement and Payment. Delete this subsection and replace with the following:

Quantities included in the Bidder's Proposal are approximate only.

Payment for furnishing, preparing and placing slurry seal will be made at the Contract Unit Price per square foot bid for "TYPE II SLURRY SEAL WITH 2-1/2% LATEX" in Bidder's Proposal, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the Work involved in the application of slurry seal including all surface preparations; weed removal; protection of manholes, valve boxes, drop inlets and other service entrances; and site clean-up.

Compensation for preparation Work described in this Section will be considered as included in the Contract Unit Price for the items of work involved and no additional compensation will be allowed therefore.

No payment shall be made for any area required to be resealed due to damage to the slurry seal prior to acceptance.

Add the following subsections:

302-5 ASPHALT CONCRETE PAVEMENT.

302-5.4 Tack Coat. Replace the first sentence of the first paragraph with the following:

If the asphalt concrete pavement is being constructed directly upon an existing hard-surfaced pavement, a tack coat of viscosity grade of performance grade PG 64-10 paving asphalt conforming to 203-1 applied at an approximate rate of 0.25 L/m² (0.05 gallon per square yard), or SS-1h emulsified asphalt applied at an approximate rate of 0.25 L/m² to 0.45 L/m² (0.05 to 0.10 gallon per square yard), shall be uniformly applied upon the existing pavement preceding the placement of the asphalt concrete.

302-5.5 Distribution and Spreading. Delete the fourth paragraph and substitute the following:

Asphalt concrete shall not be placed until the atmospheric temperature is a minimum of 10°C (50°F) and rising, and the surface temperature of the underlying material is a minimum of 4°C (40°F). Asphalt concrete shall also not be placed during unsuitable weather.

Delete Table 302-5.5(A) and substitute the following:

TABLE 302-5.5(A)

Specified Total Thickness of Pavement		Required Number of Courses	Class Of Mixture
Greater Than mm(Inches)	But Not More Than mm(Inches)		
0	25mm (1)	1	D2-PG 64-10
25mm (1)	38mm (1-1/2)	1	D2-PG 64-10
38mm (1-1/2)	75mm (3)	1	C2-PG 64-10
75mm (3)	100mm (4)	2	Base Course - B-PG 64-10 Finish Course - C2-PG64-10 or as directed
100mm (4)	-	2 or more	Base Course - B-PG 64-10 Finish Course - C2-PG64-10 or as directed

302-5.10 LOCALIZED PAVEMENT REPAIRS (“DIG-OUTS”).

302-5.10.1 General. This work shall only apply to City parking facilities. The work shall consist of saw cutting and removing existing AC pavement (approximately 3" thick), re-compacting existing subgrade material, and constructing a replacement section of same thickness, in various locations within the parking facilities. Dig-out locations and area size will be determined in the field by the Engineer.

302-5.10.2 Measurement and Payment. Payment for Dig-Outs shall be per the Contract Unit Price per square feet complete up to the depth specified, including saw cutting and removing AC pavement, disposal of removed materials, including subgrade and base preparation, prime coat, tack coat, and all work necessary to install complete in place. There shall be no separate payment for steel plates or temporary pavement, and all costs for any said item shall be included in the bid price for the work to which it is appurtenant.

302-13 BITUMINOUS PAVEMENT CRACK SEALING.

302-13.1 General. Bituminous pavement crack sealing consists of furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the Work involved in the application of bituminous pavement crack sealing.

302-13.2 Cleaning. All pavement cracks greater than or equal to 1/4" width shall be cleaned by a hot air lance.

302-13.3 Materials. The crack sealing material shall be an asphalt cement, aromatic rubber extender, oil and a minimum of 20% powdered rubber by weight combined in such a manner as to produce a material with the following properties:

- 1) **WORKABILITY.** The material shall pour readily and penetrate large cracks at temperatures below 400 degrees Fahrenheit.
- 2) **CURING.** The product shall contain no water or volatile solvents and shall cure immediately upon cooling to a sufficient viscosity to prevent tracking by traffic.
- 3) **LABORATORY EVALUATION.** When the sample of the product has been heated at 350 degrees Fahrenheit for two hours, it shall pass the following tests:

- Softening Point (R & B): 135 degrees Fahrenheit Min. (ASTM D312)
- Flexibility: A 1/8" thick specimen of the product conditioned to 10 degrees Fahrenheit shall be capable of being bent to a 90-degree angle over 1" mandrel without cracking.
- The sealer shall be forced into the crack by use of a squeegee.

302-13.4 Payment. Payment for bituminous pavement crack sealing will be made on the lump sum basis per the Contract Unit Price for "CRACK SEALING" in the Bidder's Proposal, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the Work, as specified in the Specifications and these Special Provisions, and as directed by the Engineer.

SECTION 303 – CONCRETE AND MASONRY CONSTRUCTION

303-5 CONCRETE CURBS, WALKS, GUTTERS, CROSS GUTTERS, ALLEY INTERSECTIONS, ACCESS RAMPS, AND DRIVEWAYS.

303-5.1 Requirements.

303-5.1.1 General. Replace the first sentence of the first paragraph with the following:

Concrete curbs, gutters, sidewalks, walks, cross gutters, alley intersections, access ramps, driveways, shall be constructed of portland cement concrete of the class, compressive strength and other requirements prescribed in 201-1.

303-5.5. Finishing.

303-5.5.2 Curb. Add the following:

Unless otherwise approved by the Engineer, the entire affected concrete curb and gutter shall be removed by sawcutting the adjacent AC pavement one (1) foot from the edge of the affected area to be removed. Where applicable, the Contractor shall reconstruct this one (1) foot wide section with a 2-inch thick section of AC pavement (C2-PG-64-10) on a 4-inch thick section of 1-sack cement and sand slurry mix on an 8-inch thick section of untreated Base. If the affected curb and gutter is located in a spandrel, the spandrel shall be sawcut six inches (6") minimum from the flow line of the gutter and the spandrel reconstructed to match the existing spandrel portion to remain and be on 8 inches of untreated Base.

303-5.9 Measurement and Payment. Replace the entire subsection with the following:

Payment for the reconstruction of existing concrete curb and gutter will be made at the Contract Unit Price per linear foot bid, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the Work including construction of all joints and keyways, Base, adjacent AC pavement reconstruction, protection of existing trees, parkway restoration, and repainting of red curb (top and face) where red curb has been removed due to new curb construction, as specified in the Specifications and these Special Provisions, and as directed by the Engineer.

SECTION 310 – PAINTING

310-5 PAINTING VARIOUS SURFACES.

310-5.6 Painting Traffic Striping, Pavement Markings, and Curb Markings.

310-5.6.1 General. Delete this subsection and replace with the following:

Contractor shall install all pavement striping, legends and markings, including City parking lot striping and markings, for all streets listed in Appendix III, at Columbia Park and at the Walteria Reservoir.

All pavement striping, legends and markings shall match the configuration and dimension of the existing to be slurried over, unless otherwise directed by the Engineer. Existing thermoplastic striping, legends or markers that are in good condition, as determined by the Engineer, shall be protected by the Contractor. In addition, Contractor may be required to install new striping, legends or markings that previously do not exist on the streets listed in the Appendix.

Contractor shall not proceed with the painting of any pavement striping, markings, and/or legends until after the Engineer has inspected and approved the required “cat-tracking”, and has authorized the Contractor to proceed with said painting.

For City parking facilities, the Contractor shall layout (“cat-track”) parking lot striping, legends and markings within one (1) calendar day after slurry seal application, and shall not proceed with the painting striping, markings or legends until after the Engineer has inspected and approved the required layout, and has authorized the Contractor to proceed with said Work.

“Cat-track” marks shall be made in chalk and/or marking paint only. “Striping” paint for the purpose of cat-tracking is prohibited.

Contractor shall refresh all painted curbs within the work limits.

Existing traffic striping and pavement markings that do not conform to the approved Plans shall be removed by grinding. Blackout of existing traffic striping or pavement markings, which do not conform to the approved Plan, will not be allowed.

310-5.6.6 Preparation of Existing Surfaces. Add the following subsection:

Contractor shall inform the City if asphalt patching and other surface preparation work that is required, at any project location, in order to achieve the required quality of slurry seal work. Contractor shall be responsible for the extermination and removal of weeds and other plant material on pavement surfaces.

310-5.6.6.1 Removal of Existing Roadway Pavement Markings and Striping. Prior to the slurry application, the Contractor shall remove all existing raised pavement markers, and pavement striping, markings and legends within the work limits shall be removed by grinding. Other methods may be requested by the Contractor, but shall be submitted in writing to the Engineer for approval.

Existing pavement markings and legends not within the work limits, but in close proximity shall either be protected from the Work or restored in-kind.

The Contractor is strongly advised to confirm in advance with the Engineer any and all markings designated for removal. Should the Contractor or its subcontractor inadvertently or intentionally remove markings in areas not designated for slurry seal, the Contractor will be fully responsible to restore the pavement surface and markings. Pavement restoration shall be accomplished, at a minimum, by use of slurry seal. All costs for restoration shall be the sole responsibility of the Contractor.

310-5.6.10 Measurement and Payment. Delete this subsection and replace with the following:

Payment for the removal, layout, and painting of pavement striping, markings and legends; removal and installation of raised pavement markers; and painting of curbs will be made on the lump sum basis per the Contract Unit Price, and shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the Work, as specified in the Specifications and these Special Provisions, and as directed by the Engineer.

SECTION 313 – CONCRETE WHEEL STOPS

Add the entire Section 313.

313-1 WHEEL STOPS.

313-1.1 General. Contractor shall completely remove all concrete wheel stops, including rebar pin, and properly dispose.

New concrete wheel stops shall be 4' long. Material for new concrete wheel stops shall be in accordance with Sections 201 and 303 of the latest edition of the Standard Specifications for Public Works Construction unless specified otherwise. Portland cement concrete shall be Class A six sack mix developing not less than 3,250 psi compressive strength at 28 days. All cement shall be Type II.

313-1.2 Payment. Payment for removal and disposal of existing concrete wheel stops, and furnishing and installing new concrete wheel stops will be made at the Contract Unit Price per each bid, and shall include all labor, materials, tools, equipment, and incidentals necessary to complete the Work as specified in the Specifications and these Special Provisions, and as directed by the Engineer.

APPENDIX I

CITY OF TORRANCE BUSINESS LICENSE APPLICATION AND PERMIT APPLICATION FORM

Please call the Business License Office at 310-618-5923 for fee amounts. Payment must be submitted with your application.

FOR OFFICIAL USE ONLY

1. LICENSE NO. 2. CATEGORY NO.

HOME OCCUPATION HEALTH PERMIT N.A.I.C.S. CODE



City of Torrance, Revenue Division
Business License Application

3031 Torrance Boulevard, Torrance, California 90503 • 310/618-5828

PART I. APPLICANT TO ANSWER ALL QUESTIONS IN THIS SECTION (print or type)

3. BUSINESS NAME OR DBA				4. CORPORATE NAME (IF DIFFERENT FROM ABOVE)			
5. BUSINESS ADDRESS		SUITE #	CITY		STATE	ZIP	
6. MAILING ADDRESS		SUITE #	CITY		STATE	ZIP	
7. NATURE OF BUSINESS (state type of business being conducted at this location)					8. NO. OF PERSONS WORKING AT LOCATION		9. BUSINESS PHONE
10. NAME OF PERSON MAKING APPLICATION (must be an owner, partner or corporate officer)				11. TITLE		12. HOME PHONE	
13. RESIDENCE ADDRESS			CITY	STATE	ZIP	14. DRIVER'S LICENSE NO.	
							15. STATE SALES TAX NO.
16. STATE CONTRACTOR'S LICENSE NO.		17. SQUARE FOOTAGE		18. SOCIAL SECURITY NO.		19. FED TAX ID#	
						20. STATE TAX ID#	
21. OWNERSHIP INFORMATION							
<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> SOLE OWNERSHIP							
NAMES OF OWNER, PARTNERS, OR PRINCIPAL OFFICERS		TITLE		HOME ADDRESS		HOME PHONE	
I declare that I am the owner, partner, corporate officer or person with the power of attorney, and i understand if all the information provided above is not the true the business license being applied for may be revoked as outlined in section 31.9.10 of the Torrance Municipal Code.							
I am duly authorized to make this application. All of the information provided in this application is true and correct. The business will not provide any service, good or product which is illegal under Federal, State, or Local Laws. I declare under penalty of perjury that the foregoing is true and correct.							
SIGNATURE _____				DATE _____			

PART II. FOR OFFICIAL USE ONLY

BASIC FEE		APPLICATION SENT FOR ZONING?		PROCESSING FEE		FIRE INSP. FEE		OTHER	
		<input type="checkbox"/> YES <input type="checkbox"/> NO							
PER PERSON FEE		OTHER (cont'd)							
PENALTY FEE		HOLD		ENT. FEE		DANCE/PIANO FEE			
		<input type="checkbox"/> YES <input type="checkbox"/> NO							
RECEIVED BY		DATE		CHECK NO.		BANK NO.		CASH	TOTAL AMOUNT
									\$



City of Torrance, Community Development Department
Permit Application Form

3031 TORRANCE BLVD. • TORRANCE, CA 90503

OWNER/APPLICANT INFORMATION

Name: _____
Address: _____
City/State: _____
Zip: _____
Phone: _____

Evacuation permits will not be issued without
USA I.D. number.

Underground Service Alert
Call 1-800/227-2600

USA I.D.#: _____

CONTRACTOR INFORMATION ON FILE

State License #: _____

Class: _____ Exp. Date: _____

City Business#: _____

Workers Comp. #: _____

Exp. Date: _____

JOB LOCATION/ADDRESS

(or closest street address)

Please list cross streets: _____

DESCRIPTION OF WORK

Lin/Ft Trench _____ Width of Trench _____ Lin/Ft Curb & Gutter _____

Lin/Ft Bore _____ Sewer Connection _____ Number of Curb Drains _____

Sq/Ft Asphalt _____ Sq/Ft Concrete _____ Sq/Ft Dirt _____

Work Order Number (for utility companies): _____

Applicant or Authorized Signature: _____

For further permit information, please call 310/618-5898 or Fax 310/618-2846.

APPENDIX II

PROJECT LOCATION AND DETAIL AREA MAPS



CITY OF TORRANCE - PUBLIC WORKS DEPARTMENT




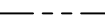
FY 2009-11 RESIDENTIAL SLURRY SEAL, I-100

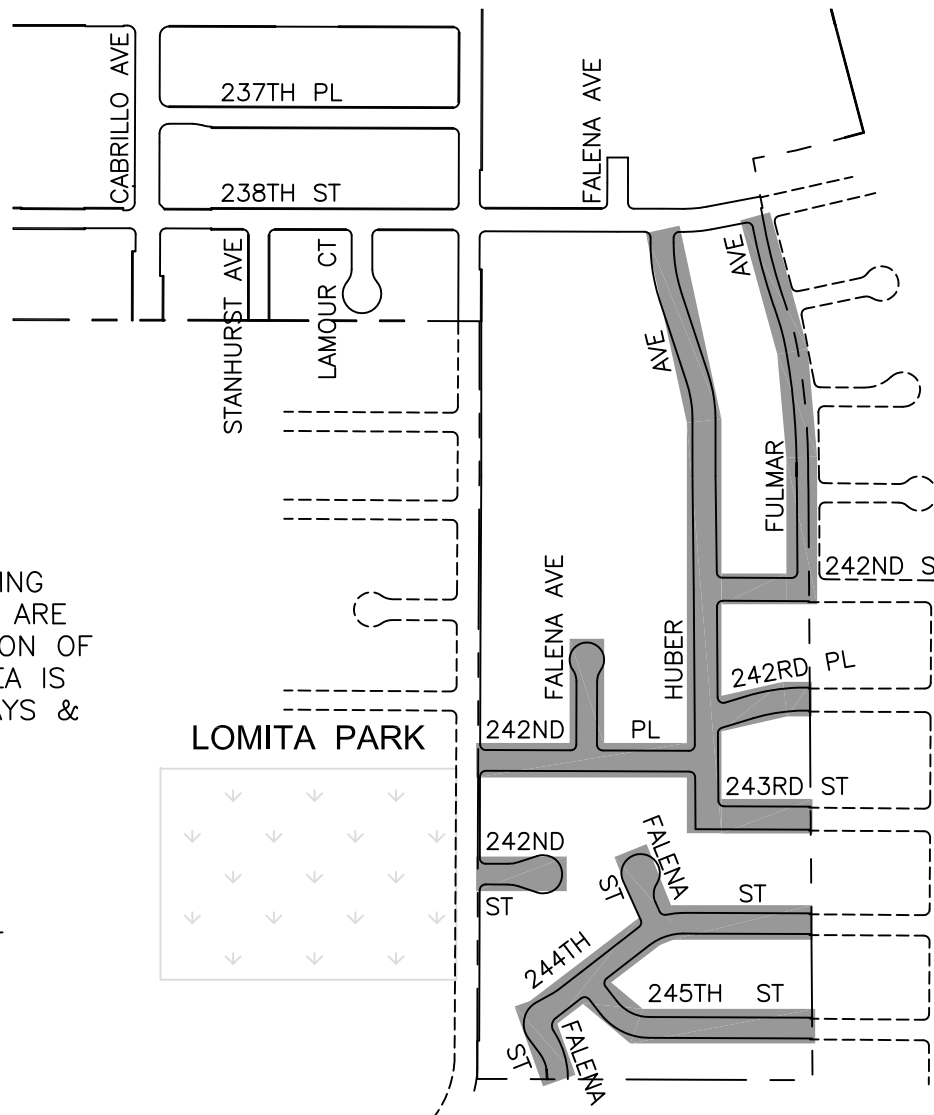
AREA 1 LOCATION MAP

NOTE:

CITY REFUSE AND RECYCLING COLLECTION IN THIS AREA ARE ON THURSDAYS. APPLICATION OF SLURRY SEAL IN THIS AREA IS PROHIBITED ON WEDNESDAYS & THURSDAYS.

LEGEND:

-  TYPE II SLURRY SEAL
-  SCHOOL
-  PARK
-  CITY LIMIT

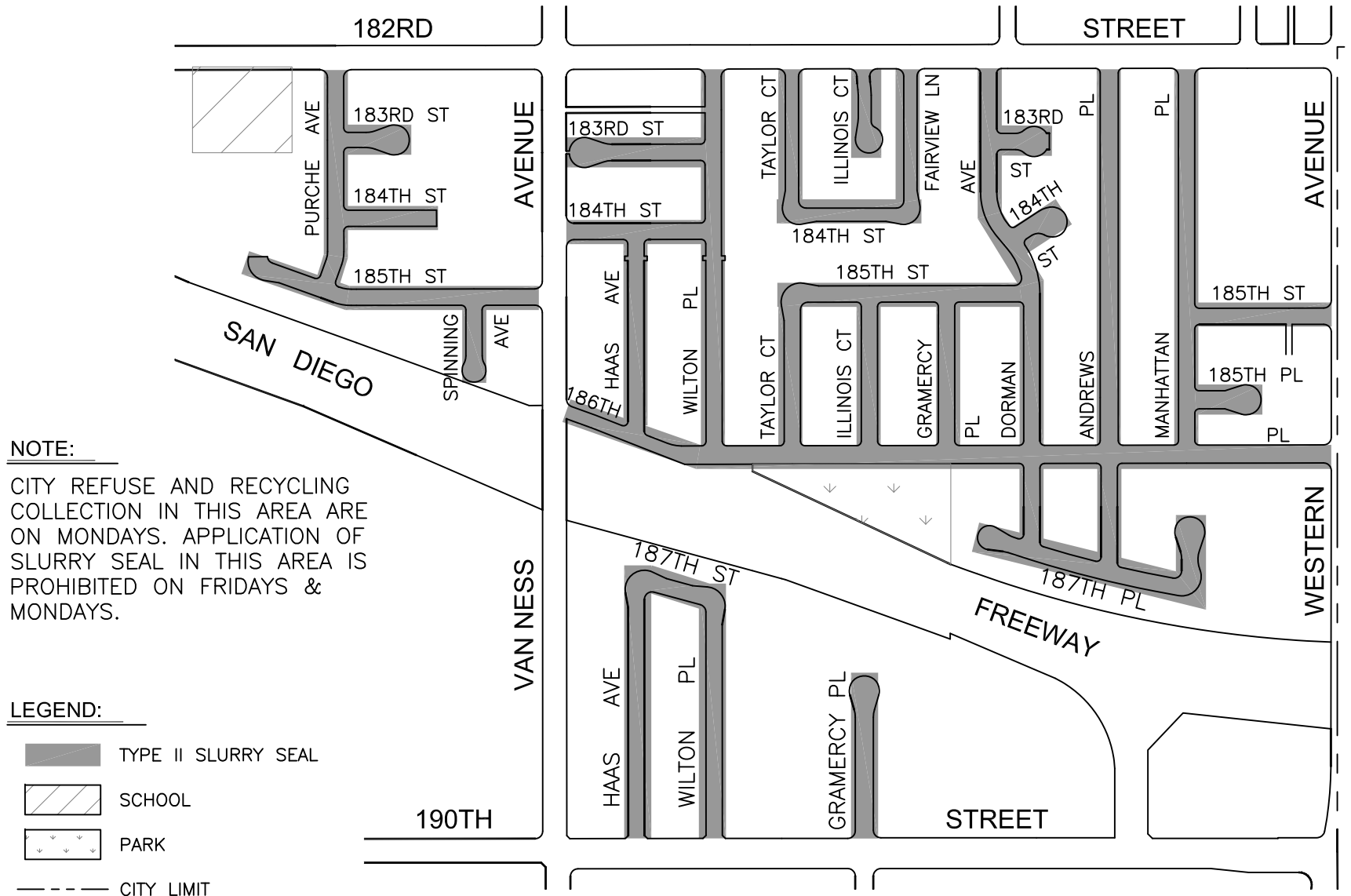


NO SCALE

CITY OF TORRANCE - PUBLIC WORKS DEPARTMENT

FY 2009-11 RESIDENTIAL SLURRY SEAL, I-100

AREA 2 LOCATION MAP



NO SCALE

APPENDIX III

LIST OF RESIDENTIAL STREET MEASUREMENTS AND SCHEDULE OF PAVEMENT STRIPING, LEGENDS & MARKERS

FY2009-11 RESIDENTIAL SLURRY SEAL, I-100

AREA 1 --- RESIDENTIAL STREET MEASUREMENTS

NO.	STREET NAME	FROM (NORTH OR WEST LIMIT)	TO (SOUTH OR EAST LIMIT)	EST LENGTH (L) [LF]	EST WIDTH (W) [LF]	AREA CALCULATIONS			TOTAL AREA* [SF]
						AREA (LxW) [SF]	AREA ADJUSTMENT	ADD/ DEDUCT [SF]	
1	242ND ST	HUBER AVE	FULMAR AVE	270	32	8,640			8,640
2	242ND PL	CITY LIMIT	HUBER AVE	620	32	19,840			19,840
3	242ND PL	HUBER AVE	CITY LIMIT	260	32	8,320			8,320
4	243RD ST	HUBER AVE	CITY LIMIT	269	32	8,608			8,608
5	243RD PL	CITY LIMIT	CUL-DE-SAC (E)	195	30	5,850	CUL-DE-SAC	3,845	9,695
6	244TH ST	FALENA ST	CITY LIMIT	408	30	12,240			12,240
7	245TH ST	244TH ST	CITY LIMIT	1041	30	31,230			31,230
8	FALENA AVE	CUL-DE-SAC (N)	242ND PL	263	32	8,416	CUL-DE-SAC	3,845	12,261
9	HUBER AVE	238TH ST	242ND ST	976	32	31,232			31,232
10	HUBER AVE	242ND ST	243RD ST	595	32	19,040			19,040
11	FULMAR ST	238TH ST	242ND ST	1,007	33	33,231			33,231
12	FALENA AVE	CUL-DE-SAC (N)	244TH ST	172	30	5,160	CUL-DE-SAC	3,845	9,005
13	FALENA AVE	244TH ST	CITY LIMIT	165	32	5,280	KNUCKLE	5,000	10,280
								TOTAL (AREA 1) =	213,622

**NOTE: MEASUREMENTS SHOWN ARE APPROXIMATIONS ONLY.*

AREA 2 --- RESIDENTIAL STREET MEASUREMENTS

NO.	STREET NAME	FROM (NORTH OR WEST LIMIT)	TO (SOUTH OR EAST LIMIT)	EST LENGTH (L) [LF]	EST WIDTH (W) [LF]	AREA CALCULATIONS			TOTAL AREA* [SF]
						AREA (LxW) [SF]	AREA ADJUSTMENT	ADD/ DEDUCT [SF]	
14	PURCHE AVE	182ND ST	185TH ST	778	30	23,340			23,340
15	SPINNING AVE	185TH ST	CUL-DE-SAC (S)	249	32	7,968	CUL-DE-SAC	2,826	10,794
16	183RD ST	PURCHE AVE	CUL-DE-SAC (E)	195	30	5,850	CUL-DE-SAC	3,845	9,695
17	184TH ST	PURCHE AVE	E O P	335	30	10,050			10,050
18	185TH ST	HAMILTON SCHOOL	PURCHE AVE	262	30	7,860			7,860
19	185TH ST	PURCHE AVE	SPINNING AVE	502	32	16,064			16,064
20	185TH ST	SPINNING AVE	VAN NESS AVE	267	32	8,544			8,544
21	183RD ST	CUL-DE-SAC (W)	WILTON PL	528	30	15,840	CUL-DE-SAC	3,845	19,685
22	183RD ST	DORMAN AVE	CUL-DE-SAC (E)	151	30	4,530	CUL-DE-SAC	3,845	8,375
23	184TH ST	VAN NESS AVE	WILTON PL	528	30	15,840			15,840
24	184TH ST	TAYLOR CT	FAIRVIEW LN	393	30	11,790	KNUCKLE	3,750	15,540
25	184TH ST	DORMAN AVE	CUL-DE-SAC (E)	175	30	5,250	CUL-DE-SAC	3,845	9,095
26	185TH ST	TAYLOR CT	DORMAN AVE	795	31	24,645	KNUCKLE	1,875	26,520
27	185TH ST	MANHATTAN PL	WESTERN AVE	530	30	15,900			15,900
28	185TH PL	MANHATTAN PL	CUL-DE-SAC (E)	197	29	5,713	CUL-DE-SAC	5,024	10,737

FY2009-11 RESIDENTIAL SLURRY SEAL, I-100

AREA 2 --- RESIDENTIAL STREET MEASUREMENTS (CON'T)

NO.	STREET NAME	FROM (NORTH OR WEST LIMIT)	TO (SOUTH OR EAST LIMIT)	EST LENGTH (L) [LF]	EST WIDTH (W) [LF]	AREA CALCULATIONS			TOTAL AREA* [SF]
						AREA (LxW) [SF]	AREA ADJUSTMENT	ADD/ DEDUCT [SF]	
29	186TH ST	VAN NESS AVE	HAAS AVE	290	34	9,860			9,860
30	186TH ST	HAAS AVE	WILTON PL	267	34	9,078			9,078
31	186TH ST	WILTON PL	TAYLOR CT	260	36	9,360			9,360
32	186TH ST	TAYLOR CT	ILLINOIS CT	256	35	8,960			8,960
33	186TH ST	ILLINOIS CT	GRAMERCY PL	269	35	9,415			9,415
34	186TH ST	GRAMERCY PL	DORMAN AVE	270	35	9,450			9,450
35	186TH ST	DORMAN AVE	ST ANDREWS PL	257	30	7,710			7,710
36	186TH ST	ST ANDREWS PL	MANHATTAN PL	257	30	7,710			7,710
37	186TH ST	MANHATTAN PL	WESTERN AVE	530	30	15,900			15,900
38	187TH PL	CUL-DE-SAC (W)	MANHATTAN PL	687	30	20,610	CUL-DE-SAC	2,290	22,900
39	HAAS AVE	184TH ST	186TH ST	695	32	22,240			22,240
40	WILTON PL	182ND ST	184TH ST	578	32	18,496			18,496
41	WILTON PL	184TH ST	186TH ST	742	32	23,744			23,744
42	TAYLOR CT	182ND ST	184TH ST	524	30	15,720			15,720
43	TAYLOR CT	185TH ST	186TH ST	533	32	17,056			17,056
44	ILLINOIS CT	182ND ST	CUL-DE-SAC (S)	289	30	8,670	CUL-DE-SAC	3,845	12,515
45	ILLINOIS CT	185TH ST	186TH ST	533	32	17,056			17,056
46	FAIRVIEW LN	182ND ST	184TH ST	525	30	15,750			15,750
47	GRAMERCY PL	185TH ST	186TH ST	533	31	16,523			16,523
48	DORMAN AVE	182ND ST	185TH ST	825	30	24,750			24,750
49	DORMAN AVE	185TH ST	186TH ST	533	30	15,990			15,990
50	DORMAN AVE	186TH ST	187TH PL	323	30	9,690			9,690
51	ST ANDREWS PL	182ND ST	186TH ST	1,321	32	42,272			42,272
52	ST ANDREWS PL	186TH ST	187TH PL	394	30	11,820			11,820
53	MANHATTAN PL	182ND ST	185TH ST	864	30	25,920			25,920
54	MANHATTAN PL	185TH ST	186TH ST	457	30	13,710			13,710
55	MANHATTAN PL	CUL-DE-SAC (N)	187TH PL	252	31	7,812	CUL-DE-SAC	5,025	12,837
56	187TH ST	HAAS AVE	WILTON PL	267	30	8,010	KNUCKLE	4,825	12,835
57	HAAS AVE	187TH ST	190TH ST	911	32	29,152			29,152
58	WILTON PL	187TH ST	190TH ST	841	32	26,912			26,912
59	GRAMERCY PL	CUL-DE-SAC (N)	190TH ST	540	36	19,440	CUL-DE-SAC	6,360	25,800
						TOTAL (AREA 2) =			729,170

***NOTE: MEASUREMENTS SHOWN ARE APPROXIMATIONS ONLY.**

GRAND TOTAL (AREAS 1 & 2) =	942,792
--	----------------

FY2009-11 RESIDENTIAL SLURRY SEAL, I-100

AREA 1 --- SCHEDULE OF PAVEMENT MARKINGS, LEGENDS & TRAFFIC LINES

NO.	STREET NAME	FROM (NORTH OR WEST LIMIT)	TO (SOUTH OR EAST LIMIT)	4" YELLOW DASHED CNTR LINE STD A20A DET 5 [LF]	4" DOUBLE YELLOW LINES STD A20A DET 22 [LF]	8" WHITE CHNL LINE STD A20D DET 38 [LF]	12" WHITE STOP LIMIT LINE STD A24E [EA]	"STOP" LEGEND STD A24D [EA]	"SLOW SCHOOL XING" LEGEND STD A24D [EA]	"KEEP CLEAR" LEGEND STD A24D [EA]	TYPE IV LT OR RT ARROW STD A24A [EA]	12" WHITE X-WALK STD A24E [EA]	12" YELLOW X-WALK STD A24E [EA]	BLUE MARKER FIRE HYDRANT [EA]
1	242ND ST	HUBER AVE	FULMAR AVE											
2	242ND PL	CITY LIMIT	HUBER AVE				2	2						1
3	242ND PL	HUBER AVE	CITY LIMIT				1	1						
4	243RD ST	HUBER AVE	CITY LIMIT											
5	243RD PL	CITY LIMIT	CUL-DE-SAC (E)											1
6	244TH ST	FALENA ST	CITY LIMIT											3
7	245TH ST	244TH ST	CITY LIMIT											1
8	FALENA AVE	CUL-DE-SAC (N)	242ND PL											
9	HUBER AVE	238TH ST	242ND ST											2
10	HUBER AVE	242ND ST	243RD ST											1
11	FULMAR ST	238TH ST	242ND ST				1	1						6
12	FALENA AVE	CUL-DE-SAC (N)	244TH ST											
13	FALENA AVE	244TH ST	CITY LIMIT											1
TOTAL (AREA 1) =				0	0	0	4	4	0	0	0	0	0	16

NOTE: ALL PAVEMENT MARKINGS, LEGENDS AND TRAFFIC LINES ARE PER THE LATEST CALTRANS STANDARD PLANS, UNLESS OTHERWISE NOTED.

AREA 2 --- SCHEDULE OF PAVEMENT MARKINGS, LEGENDS & TRAFFIC LINES

NO.	STREET NAME	FROM (NORTH OR WEST LIMIT)	TO (SOUTH OR EAST LIMIT)	4" YELLOW DASHED CNTR LINE STD A20A DET 5 [LF]	4" DOUBLE YELLOW LINES STD A20A DET 22 [LF]	8" WHITE CHNL LINE STD A20D DET 38 [LF]	12" WHITE STOP LIMIT LINE STD A24E [EA]	"STOP" LEGEND STD A24D [EA]	"SLOW SCHOOL XING" LEGEND STD A24D [EA]	"KEEP CLEAR" LEGEND STD A24D [EA]	TYPE IV LT OR RT ARROW STD A24A [EA]	12" WHITE X-WALK STD A24E [EA]	12" YELLOW X-WALK STD A24E [EA]	BLUE MARKER FIRE HYDRANT [EA]
14	PURCHE AVE	182ND ST	185TH ST				2	2						1
15	SPINNING AVE	185TH ST	CUL-DE-SAC (S)											
16	183RD ST	PURCHE AVE	CUL-DE-SAC (E)											
17	184TH ST	PURCHE AVE	E O P											1
18	185TH ST	HAMILTON SCHOOL	PURCHE AVE											1
19	185TH ST	PURCHE AVE	SPINNING AVE											
20	185TH ST	SPINNING AVE	VAN NESS AVE				1	1						1
21	183RD ST	CUL-DE-SAC (W)	WILTON PL											1
22	183RD ST	DORMAN AVE	CUL-DE-SAC (E)											
23	184TH ST	VAN NESS AVE	WILTON PL				1	1						
24	184TH ST	TAYLOR CT	FAIRVIEW LN											
25	184TH ST	DORMAN AVE	CUL-DE-SAC (E)											
26	185TH ST	TAYLOR CT	DORMAN AVE											

FY2009-11 RESIDENTIAL SLURRY SEAL, I-100

AREA 2 --- SCHEDULE OF PAVEMENT MARKINGS, LEGENDS & TRAFFIC LINES (CON'T)

NO.	STREET NAME	FROM (NORTH OR WEST LIMIT)	TO (SOUTH OR EAST LIMIT)	4" YELLOW DASHED CNTR LINE STD A20A DET 5 [LF]	4" DOUBLE YELLOW LINES STD A20A DET 22 [LF]	8" WHITE CHNL LINE STD A20D DET 38 [LF]	12" WHITE STOP LIMIT LINE STD A24E [EA]	"STOP" LEGEND STD A24D [EA]	"SLOW SCHOOL XING" LEGEND STD A24D [EA]	"KEEP CLEAR" LEGEND STD A24D [EA]	TYPE IV LT OR RT ARROW STD A24A [EA]	12" WHITE X-WALK STD A24E [EA]	12" YELLOW X-WALK STD A24E [EA]	BLUE MARKER FIRE HYDRANT [EA]
27	185TH ST	MANHATTAN PL	WESTERN AVE				1	1						1
28	185TH PL	MANHATTAN PL	CUL-DE-SAC (E)											
29	186TH ST	VAN NESS AVE	HAAS AVE				1	1						
30	186TH ST	HAAS AVE	WILTON PL											
31	186TH ST	WILTON PL	TAYLOR CT											
32	186TH ST	TAYLOR CT	ILLINOIS CT											
33	186TH ST	ILLINOIS CT	GRAMERCY PL											1
34	186TH ST	GRAMERCY PL	DORMAN AVE											
35	186TH ST	DORMAN AVE	ST ANDREWS PL											
36	186TH ST	ST ANDREWS PL	MANHATTAN PL											
37	186TH ST	MANHATTAN PL	WESTERN AVE				1	1						1
38	187TH PL	CUL-DE-SAC (W)	MANHATTAN PL											1
39	HAAS AVE	184TH ST	186TH ST				1	1						1
40	WILTON PL	182ND ST	184TH ST				1	1						1
41	WILTON PL	184TH ST	186TH ST				1	1						2
42	TAYLOR CT	182ND ST	184TH ST				1	1						1
43	TAYLOR CT	185TH ST	186TH ST				1	1						1
44	ILLINOIS CT	182ND ST	CUL-DE-SAC (S)				1	1						1
45	ILLINOIS CT	185TH ST	186TH ST				1	1						
46	FAIRVIEW LN	182ND ST	184TH ST				1	1						1
47	GRAMERCY PL	185TH ST	186TH ST				1	1						1
48	DORMAN AVE	182ND ST	185TH ST				1	1						1
49	DORMAN AVE	185TH ST	186TH ST				1	1						1
50	DORMAN AVE	186TH ST	187TH PL				1	1						
51	ST ANDREWS PL	182ND ST	186TH ST				2	2						3
52	ST ANDREWS PL	186TH ST	187TH PL				1	1						1
53	MANHATTAN PL	182ND ST	185TH ST				1	1						2
54	MANHATTAN PL	185TH ST	186TH ST				1	1						1
55	MANHATTAN PL	CUL-DE-SAC (N)	187TH PL											1
56	187TH ST	HAAS AVE	WILTON PL											1
57	HAAS AVE	187TH ST	190TH ST				1	1						1
58	WILTON PL	187TH ST	190TH ST				1	1						1
59	GRAMERCY PL	CUL-DE-SAC (N)	190TH ST											
TOTAL (AREA 2) =				0	0	0	26	26	0	0	0	0	0	31

NOTE: ALL PAVEMENT MARKINGS, LEGENDS AND TRAFFIC LINES ARE PER THE LATEST CALTRANS STANDARD PLANS, UNLESS OTHERWISE NOTED.

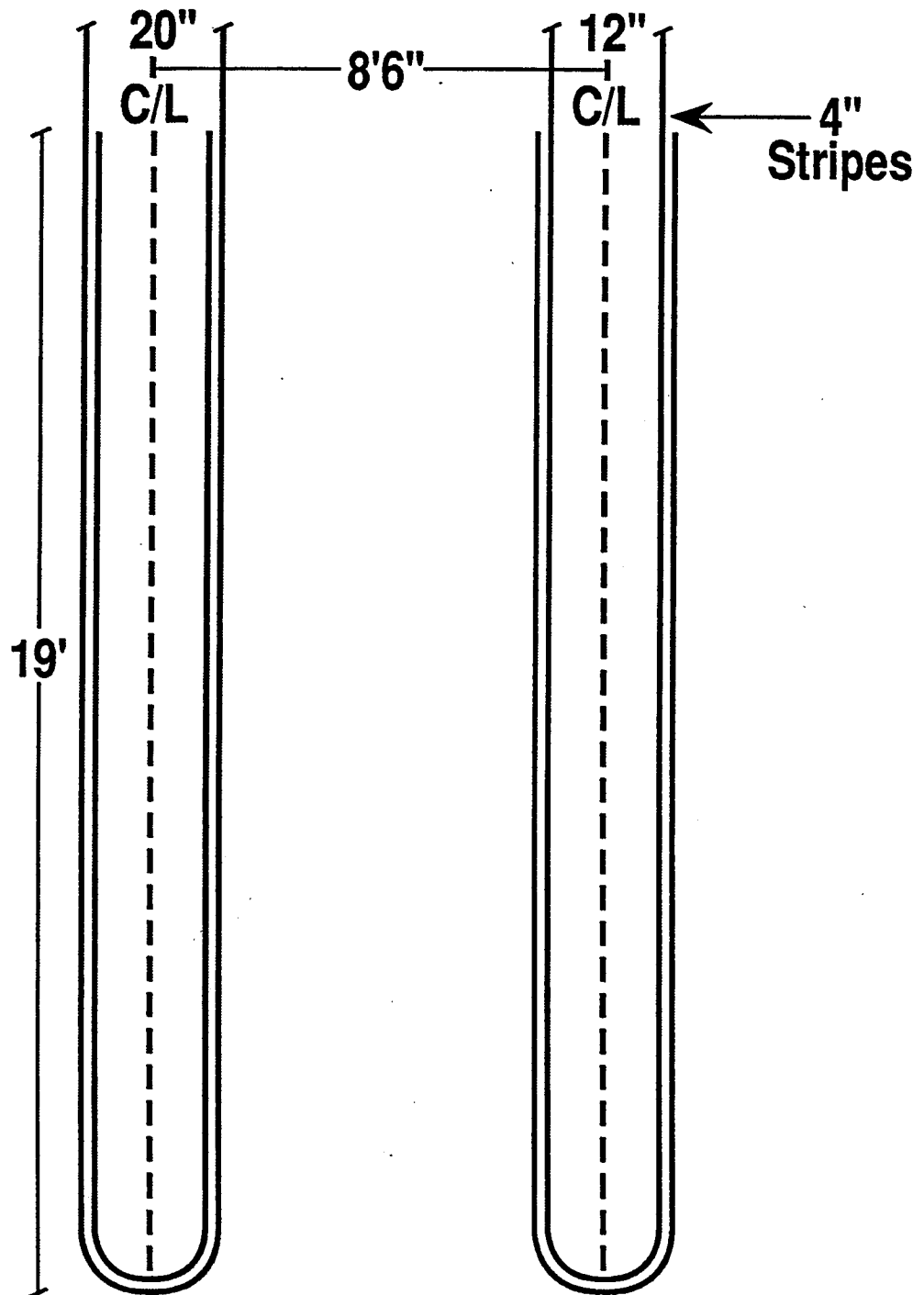
GRAND TOTAL (AREAS 1 & 2) =	0	0	0	30	30	0	0	0	0	0	47
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APPENDIX IV

CITY OF TORRANCE AND CALTRANS STANDARD PLANS FOR PAVEMENT MARKINGS

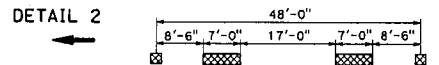
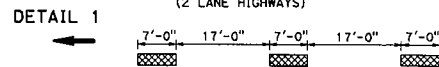
CITY OF TORRANCE

STANDARD PARKING STRIPING

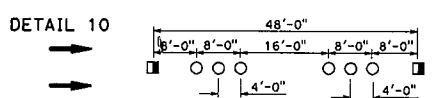
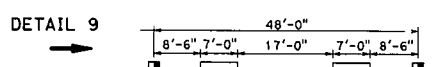
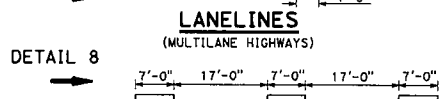
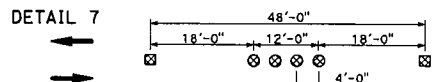
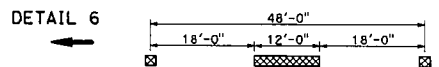
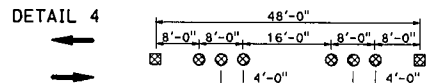


Not To Scale

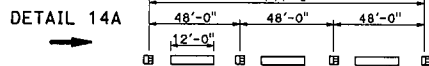
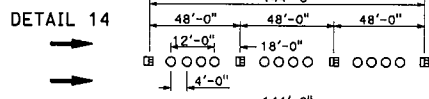
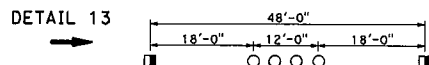
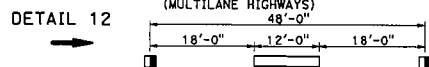
CENTERLINES (2 LANE HIGHWAYS)



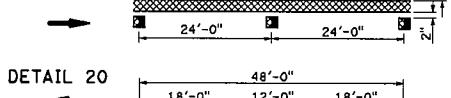
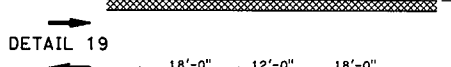
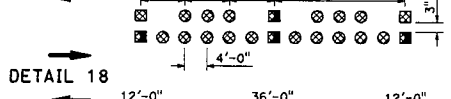
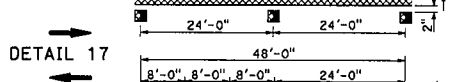
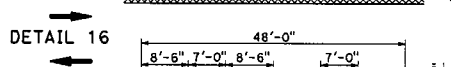
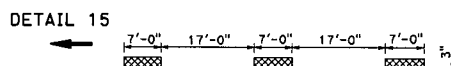
DETAIL 3
DETAIL 3 DELETED



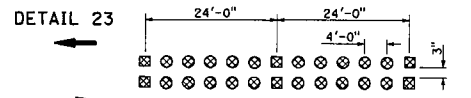
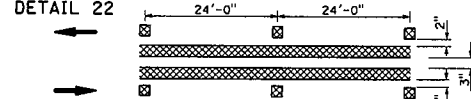
LANELINES (Cont)



NO PASSING ZONES-ONE DIRECTION



NO PASSING ZONES-TWO DIRECTION



LEGEND

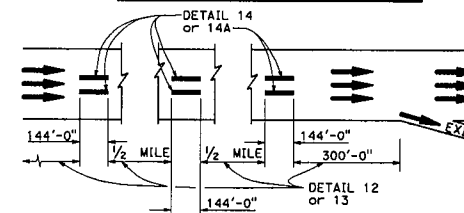
MARKERS

- TYPE A WHITE NON-REFLECTIVE
- ⊗ TYPE AY YELLOW NON-REFLECTIVE
- ◻ TYPE C RED-CLEAR RETROREFLECTIVE
- ⊞ TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- ◼ TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- ◼ TYPE H ONE-WAY YELLOW RETROREFLECTIVE

LINES

- 4" WHITE
- 4" YELLOW
- DIRECTION OF TRAVEL

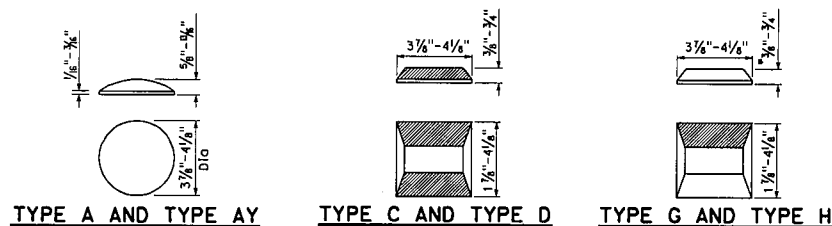
TYPICAL LANE LINE DELINEATION IN ADVANCE OF EXIT RAMP



NOTE:

Detail 14 is to be used in combination with Detail 13. Detail 14A is to be used in combination with Detail 12.

MARKER DETAILS



TYPE A AND TYPE AY

TYPE C AND TYPE D

TYPE G AND TYPE H

RETROREFLECTIVE FACE

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKERS
AND TRAFFIC LINES
TYPICAL DETAILS**

NO SCALE

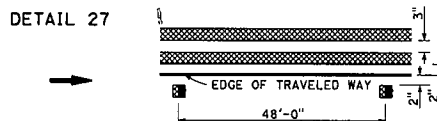
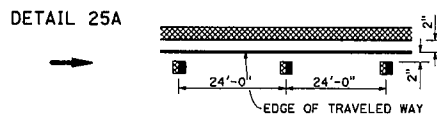
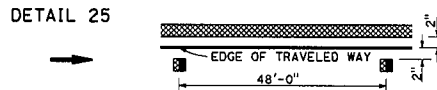
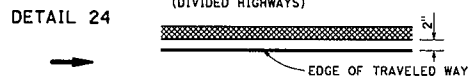
A20A

DIST	COUNTY	ROUTE	POST MILES	SHEET TOTAL

REGISTERED CIVIL ENGINEER
May 20, 2011
PLANS APPROVAL DATE
THE STATE OF CALIFORNIA OR ITS OFFICERS
OR AGENTS SHALL NOT BE RESPONSIBLE FOR
THE ACCURACY OR COMPLETENESS OF SCANNED
COPIES OF THIS PLAN SHEET.

REGISTERED PROFESSIONAL ENGINEER
ROBERTO L. MENDOZA
C40375
3-31-13
CIVIL
STATE OF CALIFORNIA

LEFT EDGELINES (DIVIDED HIGHWAYS)

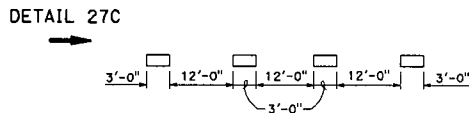


RIGHT EDGELINES

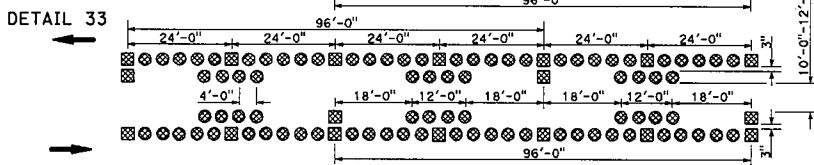
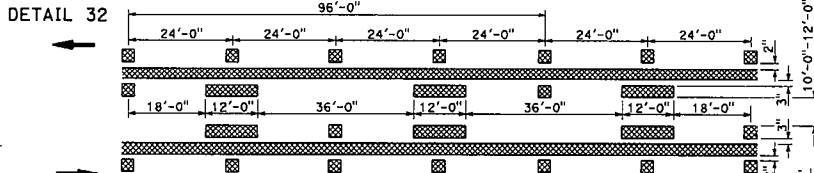
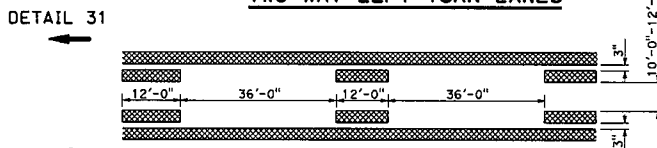
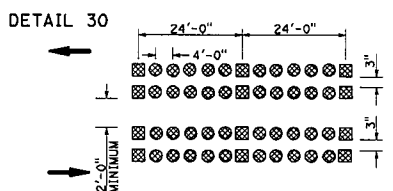
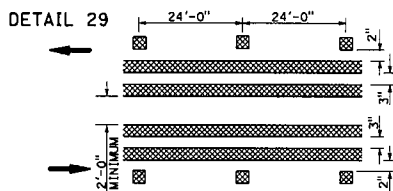
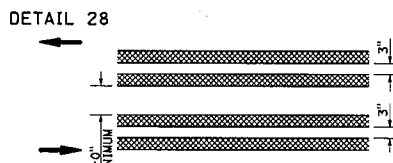
DETAIL 27A
DETAIL 27A DELETED



RIGHT EDGELINE EXTENSION THROUGH INTERSECTIONS



MEDIAN ISLANDS



TWO-WAY LEFT TURN LANES

LEGEND

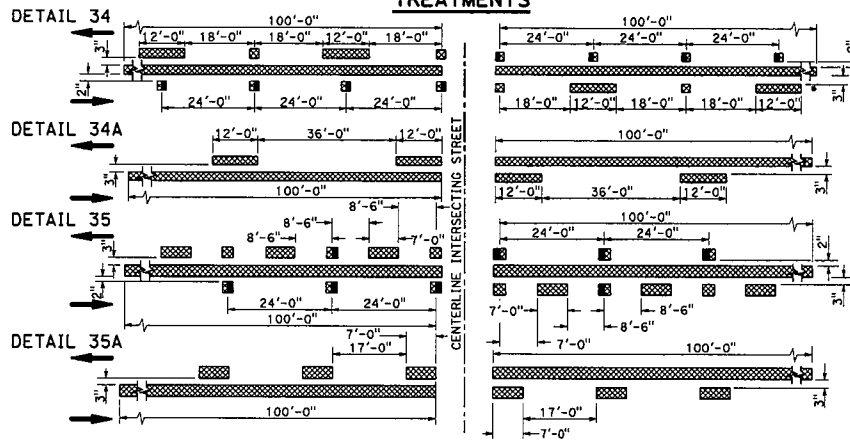
MARKERS

- ⊗ TYPE AY YELLOW NON-REFLECTIVE
- ⊠ TYPE D TWO-WAY YELLOW RETROREFLECTIVE
- ⊡ TYPE H ONE-WAY YELLOW RETROREFLECTIVE

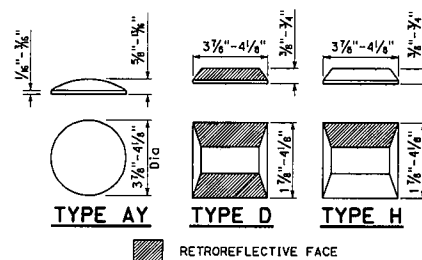
LINES

- 4" WHITE
- 4" YELLOW
- DIRECTION OF TRAVEL

INTERSECTION TREATMENTS



MARKER DETAILS



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

A20B

Dist	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS

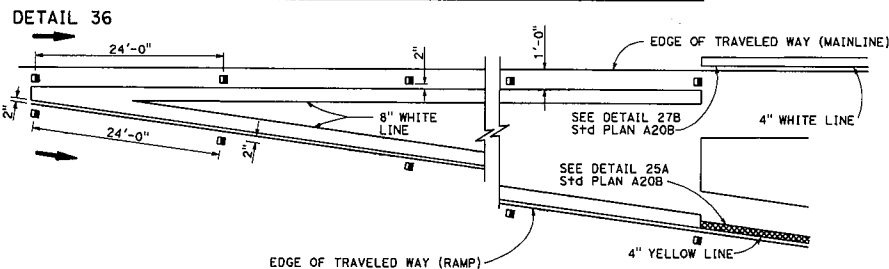
REGISTERED CIVIL ENGINEER

May 20, 2011
PLANS APPROVAL DATE

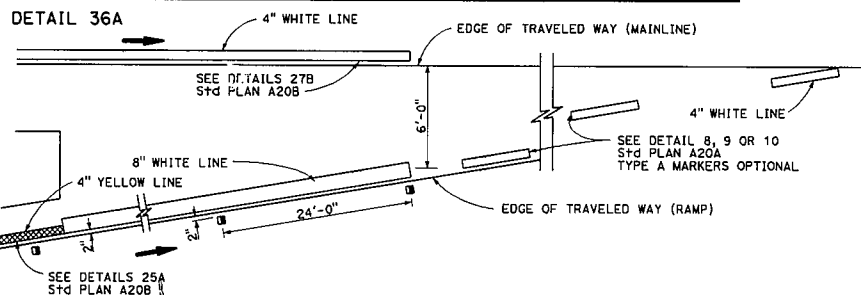
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Robert L. McLaughlin
C40375
3-31-13
CIVIL
STATE OF CALIFORNIA

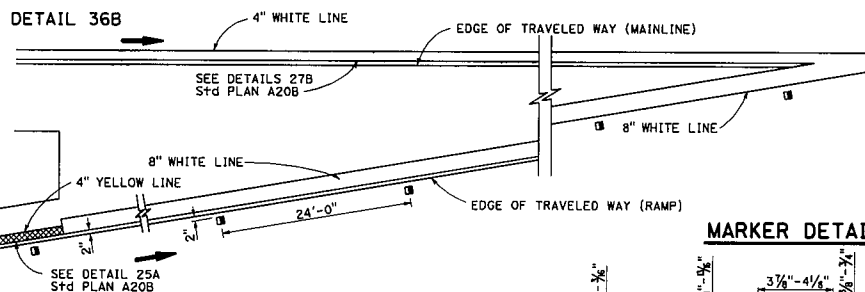
EXIT RAMP NEUTRAL AREA (GORE) TREATMENT



ENTRANCE RAMP NEUTRAL AREA (MERGE) TREATMENT



ENTRANCE RAMP NEUTRAL AREA (ACCELERATION LANE) TREATMENT

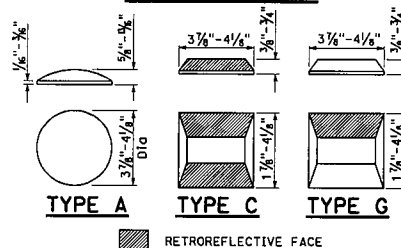


MARKER DETAILS

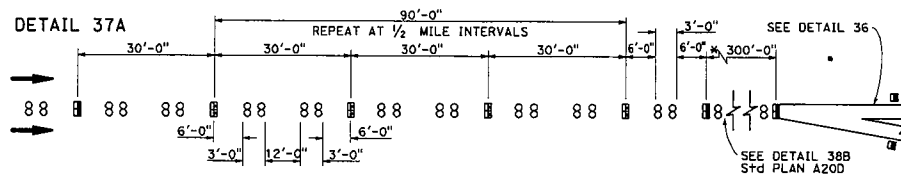
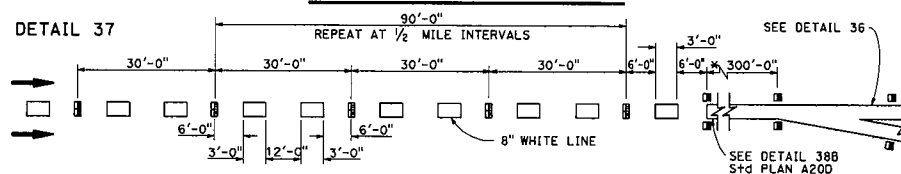
LEGEND

MARKERS

- TYPE A WHITE NON-REFLECTIVE
- ◻ TYPE C RED-CLEAR RETROREFLECTIVE
- ◼ TYPE G ONE-WAY CLEAR RETROREFLECTIVE
- ➔ DIRECTION OF TRAVEL

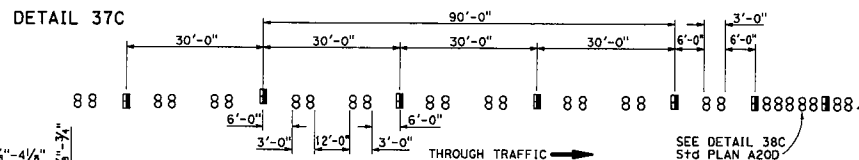
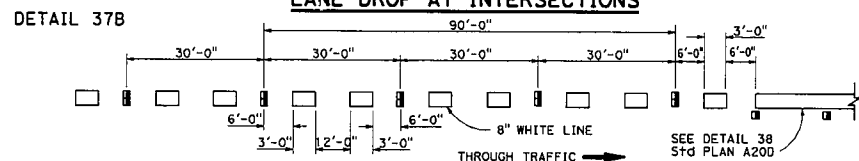


LANE DROP AT EXIT RAMP



* The solid channelizing line shown may be omitted on short auxiliary lanes where weaving length is critical.

LANE DROP AT INTERSECTIONS



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKERS
AND TRAFFIC LINE
TYPICAL DETAILS**

NO SCALE

A20C

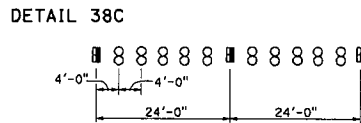
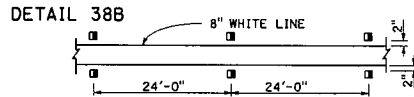
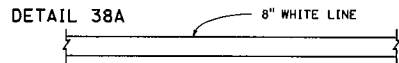
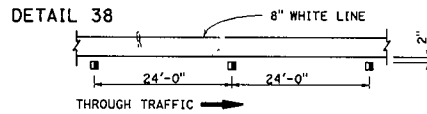
DIST.	COUNTY	ROUTE	POST MILES	SHEET NO.	TOTAL SHEETS

Registered Professional Engineer
 Roberto L. McLaughlin
 No. 440375
 Exp. 3-31-13
 CIVIL
 STATE OF CALIFORNIA

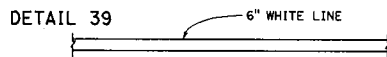
May 20, 2011
 PLANS APPROVAL DATE
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 THE ACCURACY OR COMPLETENESS OF SCANNED
 COPIES OF THIS PLAN SHEET.

2010 STANDARD PLAN A20C

CHANNELIZING LINE

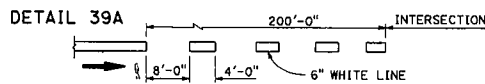


BIKE LANE LINE



INTERSECTION LINE

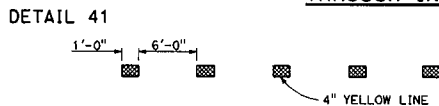
BIKE LANE



LANE LINE EXTENSIONS THROUGH INTERSECTIONS



CENTER LINE EXTENSIONS THROUGH INTERSECTIONS



LEGEND

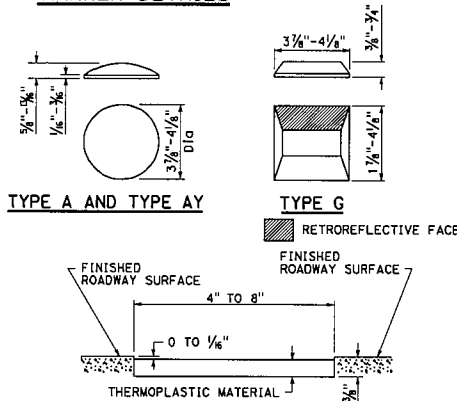
MARKERS

- TYPE A WHITE NON-REFLECTIVE
- ⊗ TYPE AY YELLOW NON-REFLECTIVE
- TYPE G ONE-WAY CLEAR RETROREFLECTIVE

4" YELLOW LINE

← DIRECTION OF TRAVEL

MARKER DETAILS

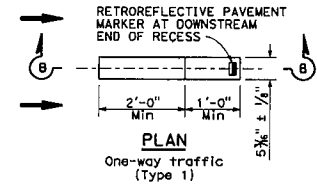
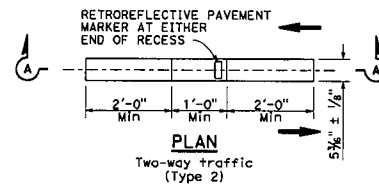
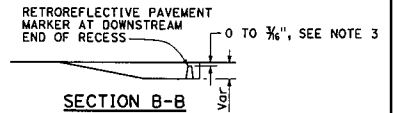
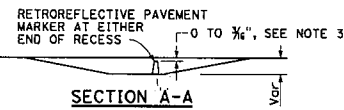


DETAIL FOR RECESSED THERMOPLASTIC TRAFFIC STRIPE

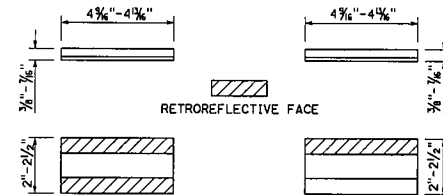
See Notes A and B.

RECESSED THERMOPLASTIC NOTES

- A. See typical traffic line details for pavement marking patterns.
- B. The top of the thermoplastic installed in recessed pavement shall be 0 to 1/8" below the pavement surface.



RECESS DETAIL FOR RETROREFLECTIVE PAVEMENT MARKER



RECESSED MARKER NOTES:

1. See typical traffic line details for marker patterns to be used with recessed pavement markers. Detail 14A requires a Type 2 recess.
2. The retroreflective pavement markers shown for recessed installations are not to be used for non-recessed installations.
3. The top of pavement markers installed in recesses shall be 0 to 1/8" below the pavement surface.

TYPE C AND TYPE D TYPE G AND TYPE H

See Notes 1 and 2.

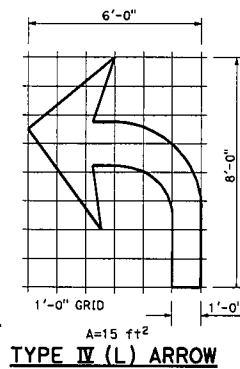
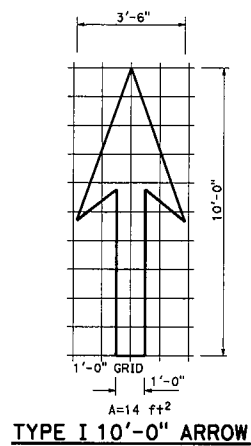
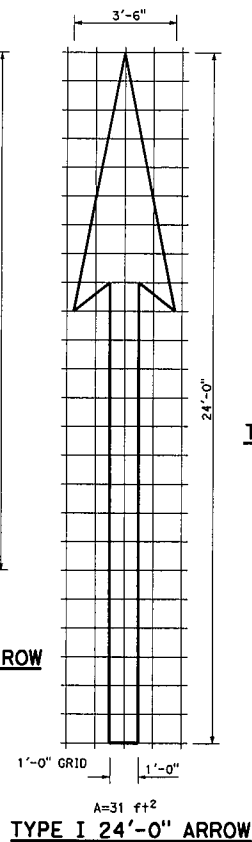
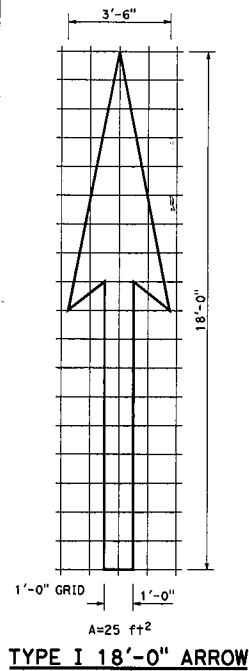
RETROREFLECTIVE PAVEMENT MARKER FOR RECESSED INSTALLATION

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

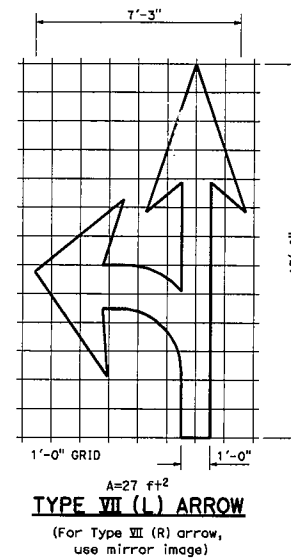
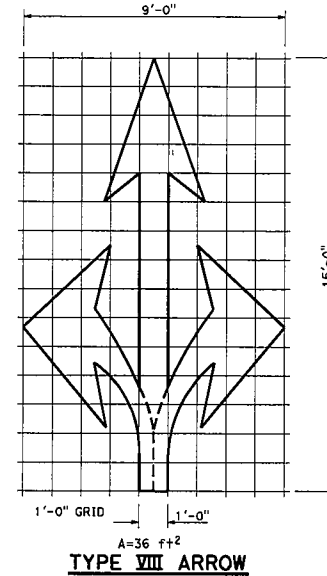
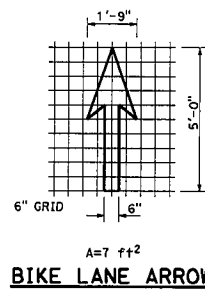
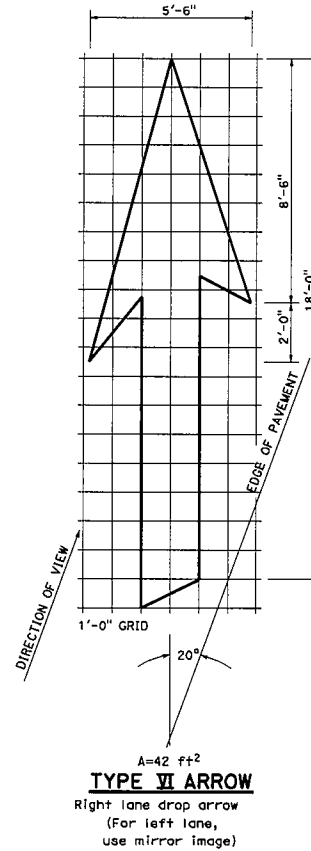
PAVEMENT MARKERS AND TRAFFIC LINES TYPICAL DETAILS

NO SCALE

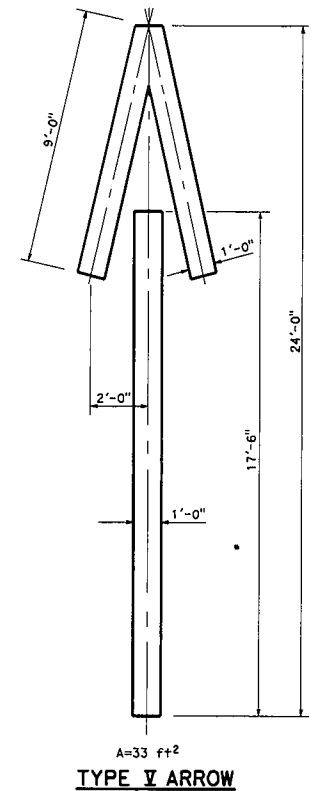
A20D

**NOTE:**

Minor variations in dimensions
may be accepted by the Engineer.



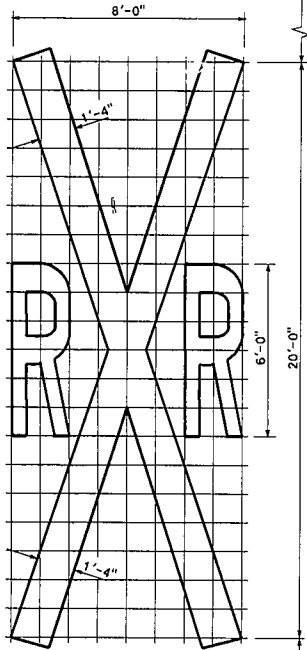
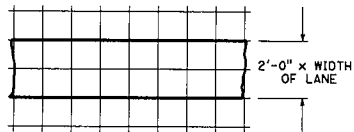
DIS*	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS
<i>Robert L. McLaughlin</i> REGISTERED CIVIL ENGINEER No. 3-31-13 CIVIL STATE OF CALIFORNIA				
May 20, 2011 PLANS APPROVAL DATE				
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STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
ARROWS**

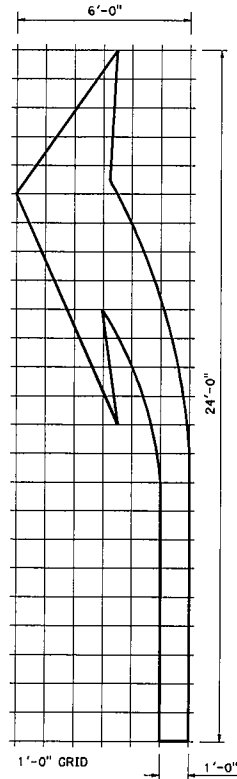
NO SCALE

A24A

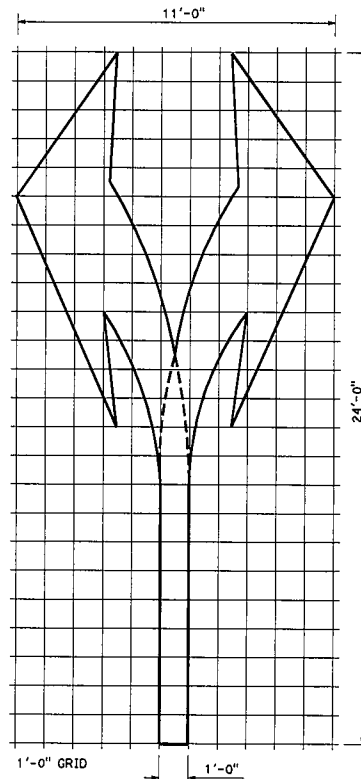


RAILROAD CROSSING SYMBOL

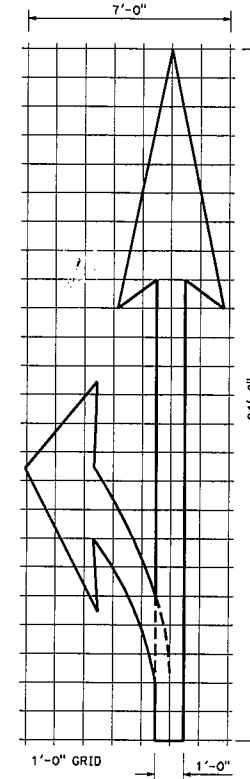
* 70 ft² does not include the 2'-0" x variable width transverse lines.



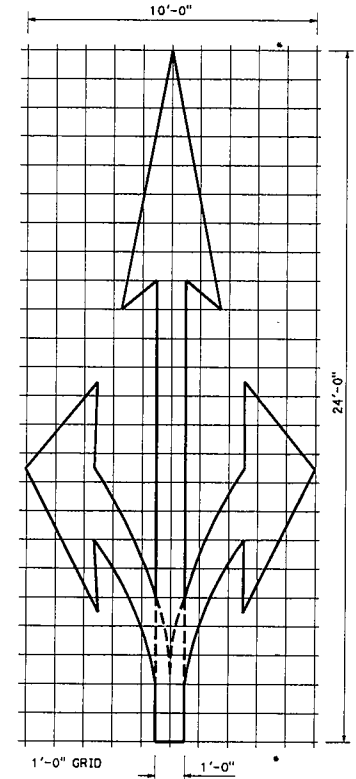
A=42 ft²
TYPE III (L) ARROW
 (For Type III (R) use mirror image)



A=73 ft²
TYPE III (B) ARROW



A=45 ft²
TYPE II (L) ARROW
 (For Type II (R) use mirror image)



A=59 ft²
TYPE II (B) ARROW

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

PAVEMENT MARKINGS ARROWS AND SYMBOLS

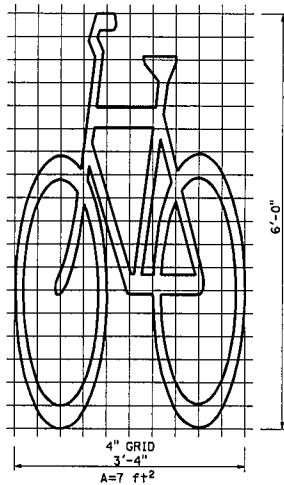
NO SCALE

A24B

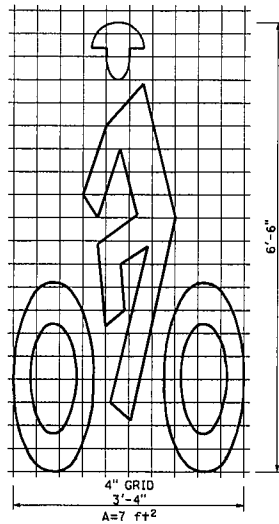
DIST.	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

Registered Civil Engineer
 May 20, 2011
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA OR ITS OFFICERS
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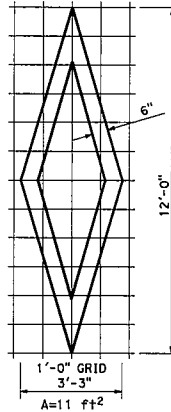
REGISTERED PROFESSIONAL ENGINEER
 Robert L. McLaughlin
 C40375
 3-31-13
 CIVIL
 STATE OF CALIFORNIA



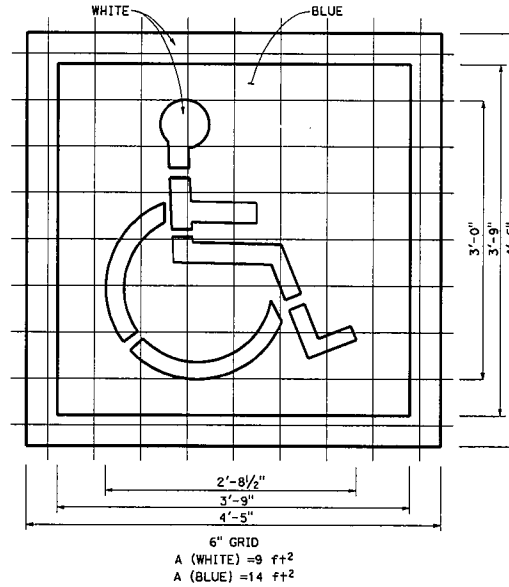
**BIKE LANE SYMBOL
WITHOUT PERSON**



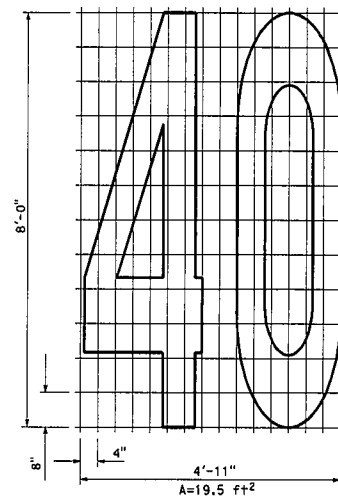
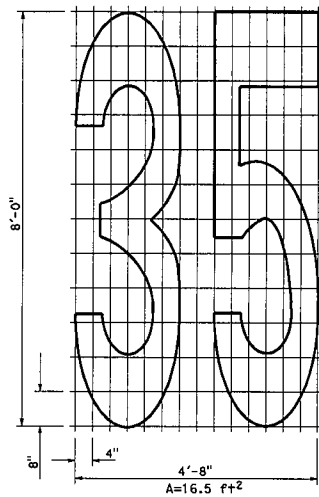
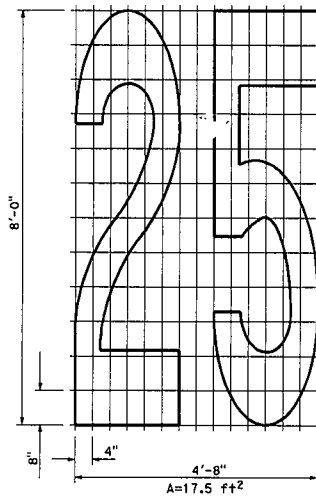
**BIKE LANE SYMBOL
WITH PERSON**



DIAMOND SYMBOL



**INTERNATIONAL SYMBOL
OF ACCESSIBILITY (ISA) MARKING**



NUMERALS

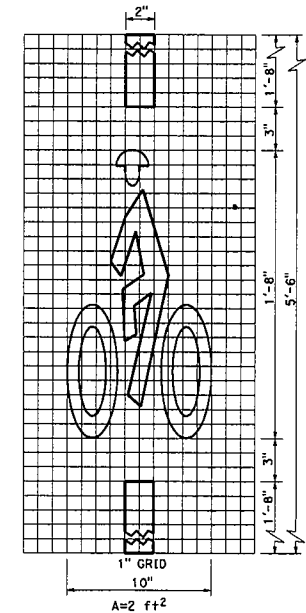
DATE	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

Robert L. McLaughlin
REGISTERED CIVIL ENGINEER

May 20, 2011
PLANS APPROVAL DATE

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REGISTERED PROFESSIONAL ENGINEER
Robert L. McLaughlin
No. 3-31-13
C40375
CIVIL
STATE OF CALIFORNIA



**BICYCLE LOOP
DETECTOR SYMBOL**

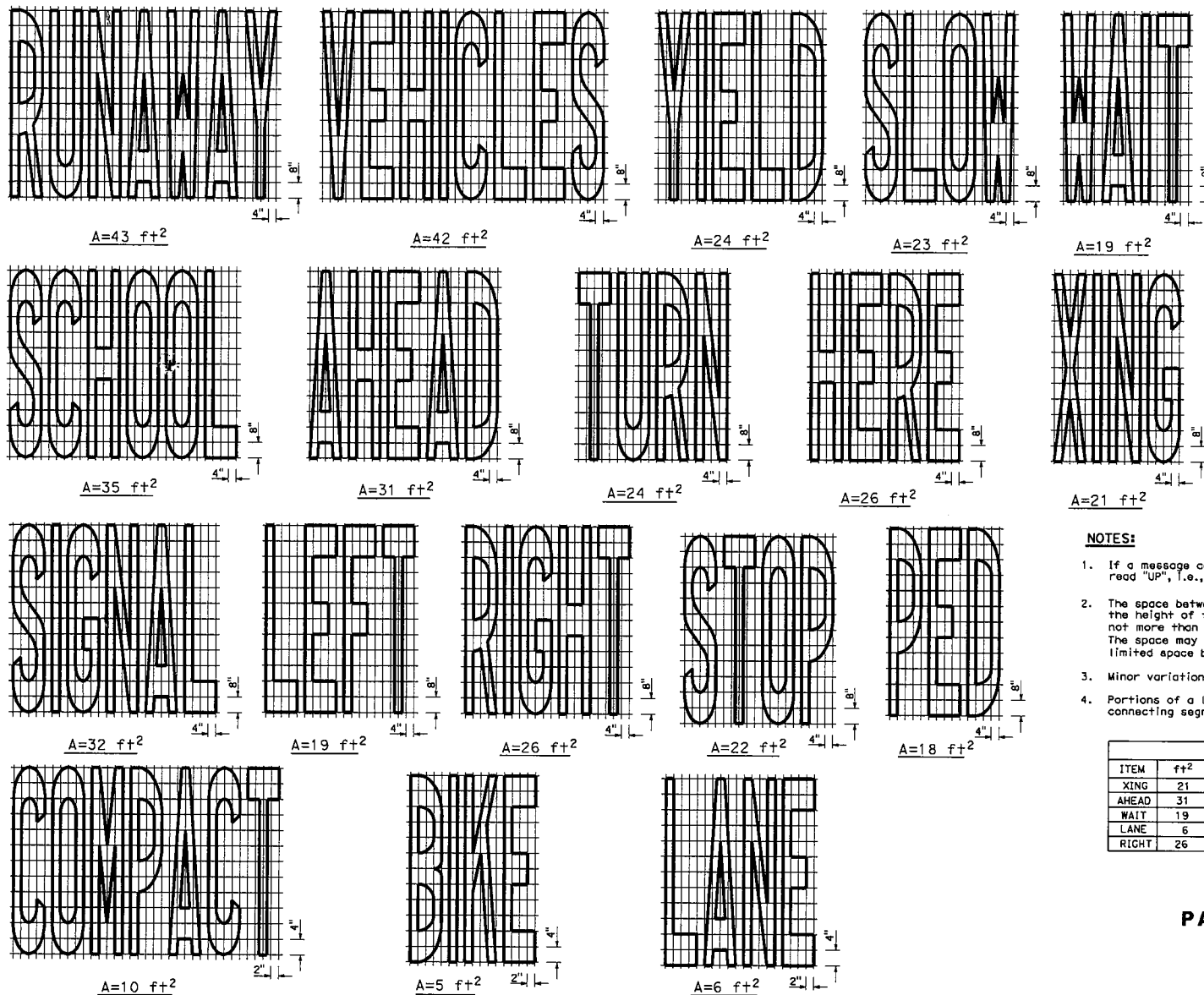
NOTE:

Minor variations in dimensions may be accepted by the Engineer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
SYMBOLS AND NUMERALS**

NO SCALE

A24C



DIST	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS

Robert L. McLaughlin
 REGISTERED CIVIL ENGINEER
 May 20, 2011
 PLANS APPROVAL DATE
 THE STATE OF CALIFORNIA ON ITS OFFICERS
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REGISTERED PROFESSIONAL ENGINEER
 Roberto L. McLaughlin
 No. C40375
 Exp. 3-31-13
 CIVIL
 STATE OF CALIFORNIA

NOTES:

1. If a message consists of more than one word, it should read "UP", i.e., the first word should be nearest the driver.
2. The space between words should be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
3. Minor variations in dimensions may be accepted by the Engineer.
4. Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.

WORD MARKINGS

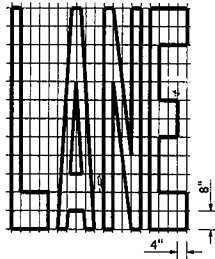
ITEM	f+2	ITEM	f+2	ITEM	f+2	ITEM	f+2
XING	21	YIELD	24	BIKE	5	PED	18
AHEAD	31	SCHOOL	35	SLOW	23	COMPACT	10
WAIT	19	SIGNAL	32	STOP	22	RUNAWAY	43
LANE	6	TURN	24	LEFT	19	VEHICLES	42
RIGHT	26	HERE	26				

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
**PAVEMENT MARKINGS
 WORDS**

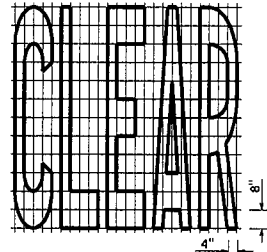
NO SCALE

A24D

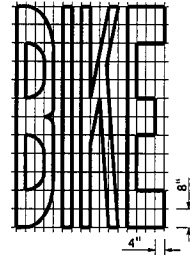
DIST.	COUNTY	ROUTE	POST MILES	SHEET TOTAL
			TOTAL PROJECT	NO. SHEETS
<i>Robert L. McLaughlin</i> REGISTERED CIVIL ENGINEER			May 20, 2011 PLANS APPROVAL DATE	
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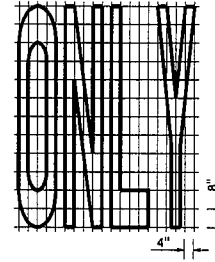
A=24 ft²



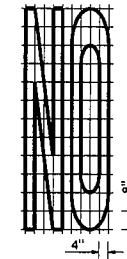
A=27 ft²



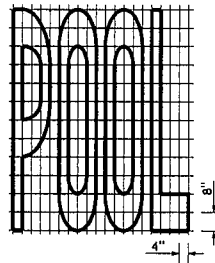
A=21 ft²



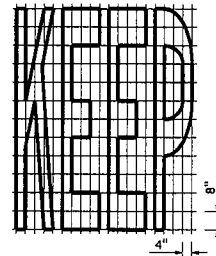
A=22 ft²



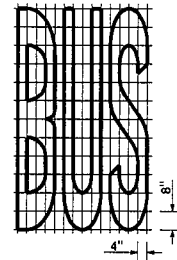
A=14 ft²



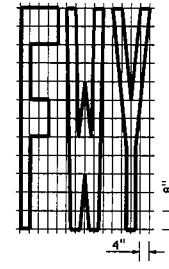
A=23 ft²



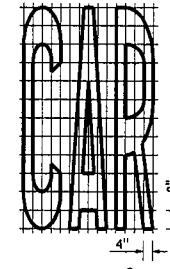
A=24 ft²



A=20 ft²



A=16 ft²



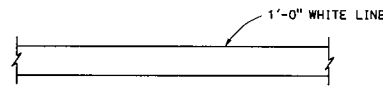
A=17 ft²

WORD MARKINGS			
ITEM	ft ²	ITEM	ft ²
LANE	24	NO	14
POOL	23	BIKE	21
CAR	17	BUS	20
CLEAR	27	ONLY	22
KEEP	24	FWY	16



A=2 ft²

See Notes 6 and 7



CROSSWALK AND LIMIT LINE

See Note 5



DIRECTION OF TRAVEL

YIELD LINE

NOTES:

- If a message consists of more than one word, it should read "UP", i.e., the first word should be nearest the driver.
- The space between words should be at least four times the height of the characters for low speed roads, but not more than ten times the height of the characters. The space may be reduced appropriately where there is limited space because of local conditions.
- Minor variations in dimensions may be accepted by the Engineer.
- Portions of a letter, number or symbol may be separated by connecting segments not to exceed 2" in width.
- Crosswalks contiguous to school grounds are to be 1'-0" yellow lines in place of 1'-0" white shown.
- The words "NO PARKING" pavement marking is to be used for parking facilities. For typical locations of markings, see Standard Plans A90A and A90B.
- The words "NO PARKING", shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
PAVEMENT MARKINGS
WORDS AND CROSSWALKS

NO SCALE

A24E